



Agenda

City Council Regular Session

Monday, March 11, 2024 - 7:00 PM
Council Chambers

- I. Utility Rate Public Hearing**
- II. Call to Order**
- III. Invocation and Pledge of Allegiance**
 - A. COUNCIL MEMBER KEVIN GRAHAM
- IV. Roll Call**
- V. Approve Minutes and Summaries**
- VI. Citizens' Participation**
- VII. Meeting Schedule**
- VIII. Consent Agenda**
 - A. MOTION TO AUTHORIZE THE PURCHASE OF A 2024 FORKLIFT FROM RIEKES EQUIPMENT COMPANY IN AN AMOUNT NOT EXCEED \$32,902.00
 - B. TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC. FIRST THURSDAY BLOCK PARTY EVENTS
 - 1. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE FIRST THURSDAY BLOCK PARTY EVENT ON JUNE 6, 2024
 - 2. RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE FIRST THURSDAY BLOCK PARTY EVENT ON SEPTEMBER 5, 2024
- IX. Public Hearings**
 - A. HISTORIC CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF 11 N. WATER, LIBERTY SQUARE HISTORIC DISTRICT.
 - 1. RESOLUTION APPROVING A HISTORIC CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF 11 N. WATER, LIBERTY SQUARE HISTORIC DISTRICT
- X. Ordinances, Contracts and Resolutions**
 - A. ORDINANCE APPROVING VENDOR PAYMENTS FOR THE PERIOD OF FEBRUARY 16, 2024 TO MARCH 1, 2024
 - B. RESOLUTION FOR A FINAL DEVELOPMENT PLAN FOR THE CONSTRUCTION OF A 1,947 SQ. FT. BUILDING FOR CUBA INSURANCE AGENCY AT 1351 ROUTE H IN LIBERTY, CLAY COUNTY, MISSOURI (P&Z)

CASE 24-05FDP) (**POSTPONED FROM FEBRUARY 26TH**)

- C. ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR CUBA INSURANCE AGENCY IN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI (P&Z CASE 24-02FP) (**CONTINUED FROM FEBRUARY 26TH**)
- D. ORDINANCE APPROVING A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR CITY OF LIBERTY PROJECT 24-002, 2024 STREET MAINTENANCE PAVEMENT RESTORATION IN AN AMOUNT NOT TO EXCEED \$1,417,562.00
- E. ORDINANCE APPROVING AN STBG FUNDING AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE CONSTRUCTION OF THE M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION FEDERAL AID PROJECT STBG-3392(407) IN AN AMOUNT NOT TO EXCEED \$800,000.00
- F. ORDINANCE ACCEPTING THE ASSIGNMENT OF A PRE-RECORDED PUBLIC SANITARY SEWER EASEMENT FROM PROMINENCE HOLDINGS FOR THE PROMINENCE SANITARY SEWER MAIN EXTENSION PROJECT
- G. ORDINANCE APPROVING A CONTRACT FOR GENERATOR MAINTENANCE WITH CUMMINS SALES AND SERVICE KANSAS CITY MO BRANCH IN AN AMOUNT NOT TO EXCEED \$27,311.51
- H. ORDINANCE APPROVING A COST SHARE AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION PROJECT, FEDERAL AID PROJECT STBG-3392(407)
- I. ORDINANCE APPROVING A CONTRACT WITH JOHNSON GRANITE SUPPLY FOR THE PURCHASE AND INSTALLATION OF A COLUMBARIUM AND CENOTAPH IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED \$50,412.00
- J. ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI
- K. ORDINANCE AMENDING CHAPTER 8, "CEMETERIES" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND ADDING FEES FOR THE CEMETERY TO THE CITY'S SCHEDULE OF FEES
- L. ORDINANCE APPROVING A CONTRACT WITH DOWNEY CONSTRUCTION, INC. FOR THE INSTALLATION OF CONCRETE SIDEWALKS AND MONUMENT FOUNDATION IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED \$17,450.00
- M. ORDINANCE APPROVING A CONTRACT WITH MIKE HAGEN ELECTRIC, INC. FOR ELECTRICAL UPDATES TO THE FLAGPOLE AT THE VETERAN'S MEMORIAL IN FAIRVIEW CEMETERY IN AN AMOUNT NOT TO EXCEED \$6,100.00
- N. RESOLUTION APPROVING THE CITY OF LIBERTY RULES AND

REGULATIONS FOR CITY-OWNED CEMETERIES

- O. ORDINANCE APPROVING A CONTRACT WITH INCO USA, LLC FOR CITY OF LIBERTY PROJECT 24-003 2024 CONCRETE FLATWORK REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$82,000.00
- P. ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR THE DESIGN OF A 16" WATER MAIN FROM NATCHEZ AVENUE SOUTH TO SOUTH LIBERTY PARKWAY IN AN AMOUNT NOT TO EXCEED \$98,058.00
- Q. ADOPTION OF 2024 UTILITY RATES
 - WATER RATES/ORDINANCE
 - WASTEWATER RATES/ORDINANCE
 - SOLID WASTE RATES/RESOLUTION

XI. Other Business

XII. Miscellaneous Matters from City Administrator

XIII. Miscellaneous Matters from Mayor and City Council

XIV. Adjournment

**ADA Accessible entrance is available from Missouri Street at the Police Department entrance.
An elevator will provide access to the second floor – Council Chambers**



**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 11, 2024
A/R No.: 2024-67

Department: Utilities

Submitted By: Kevin Ash, Water Plant

Subject: MOTION TO AUTHORIZE THE PURCHASE OF A 2024 FORKLIFT FROM
RIEKES EQUIPMENT COMPANY IN AN AMOUNT NOT EXCEED \$32,902.00

Summary:

The purchase of a Forklift will help the Water Treatment Plant staff unload pallets of chemicals from a truck that doesn't have an unloading gate.

Background:

The Bids for the Forklift are as follows:

Vendor	Model	Cost
Riekes Equipment Company (#244)	Hyster H50UT 5,000lb.	\$32,902.00
G.W. Van Keppel Company	Hyundai 25L-7A 5,000lb.	\$33,666.70
Shoppa's Mid- America LLC	Toyota 50-8FGU25 5,000lb	\$35,198.00

Staff recommends purchase of the Hyster H50UT for \$32,902.00.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x Budgeted:	Line Item: 94.70.802.36.7101	Amount:\$32,902.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Riekes Equipment - signed quote 2-26-2024



MODEL: H50UT

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City of Liberty		
ADDRESS	1920 Clay Brooke Drive Liberty, Missouri 64068		
SHIP-TO ADDRESS	1920 Clay Brooke Drive Liberty, Missouri 64068		
CONTACT NAME	Kevin Ash	TITLE	Plant Manager
PHONE	816-439-45601		

PROPOSED BY	Brianna Isenberg	TITLE	Sales Consultant
PHONE / CELL	605-261-3466	EMAIL	b.isenberg@riekesequipment.com

DATE	2024-02-12	Quote Expiration	2024-03-13
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RIEKES EQUIPMENT COMPANY
703 EAST 14TH AVENUE
NORTH KANSAS CITY, Missouri 64116
Phone: 816-221-7335



Quoted Model: H50UT Available Features

Hyster® H50UT Lift Truck - 5,000 lb Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H50UT Lift Truck - 5,000 lb Nominal Capacity, Class V	1
Construction	Keyswitch Start	
Powertrain	Engine - PSI 2.4L LPG	
	Brakes - Self Energizing Drum	
	Powershift 1 Speed Transmission	
Powertrain Options	High Air Intake	
	Counterweight Rear Exhaust	
	Swing out and rotating LPG Tank Bracket with Twin Metal Strap	
	Counterweight Net	
Powertrain Accessories	Operator Presence System	
Mast	3 Stage Full Free Lift Mast 197" Maximum Lift Height, 89" Lowered Height	
	Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	41" Hook Type Integral Sideshift Carriage	
	37" High Load Backrest	
Forks	48" Hook Type (1.6" x 4.8") Standard Tapered Forks	
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve	
	Mechanical Lever Hydraulic Controls - Cowl Mounted	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 7.00 x 12-12 PR - Pneumatic Shaped Solid (PSS) - Standard Tread Width	
	Steer Tires - 6.00 x 9-10 PR - Pneumatic Shaped Solid	
Operator Compartment	86" High Overhead Guard	
	Rear Drive Handle with Horn Button	
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column	
	Steering Wheel with Spinner Knob	
Seat	Full Suspension Vinyl Seat (SC29) with Switch for OPS	
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	



RIEKES EQUIPMENT COMPANY
703 EAST 14TH AVENUE
NORTH KANSAS CITY, Missouri 64116
Phone: 816-221-7335



Lights & Alarms	Two Front / One Rear LED Work Light Package with Brake / Tail / Back-Up Lights with Turn Signals Audible Alarm - Reverse Direction Activated Amber Strobe Light - Ignition and Switch Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

Additional Items or Accessories Included		
	Description	Quantity



RIEKES EQUIPMENT COMPANY
703 EAST 14TH AVENUE
NORTH KANSAS CITY, Missouri 64116
Phone: 816-221-7335



Total Investment

Price H50UT	\$32,902.00	Qty: 1	
Quoted Quantity	1	TOTAL:	\$32,902.00

All new forklifts are quoted FOB Factory.
Prices quoted are based on a discounted, manufacturer's published list price and are subject to change.
Riekes will protect the final 8 weeks before a scheduled delivery date with no price changes during that period.

Proposal By:	Brianna Isenberg	Accepted By:	<u>KEVIN ASH</u>
Signature:	_____	Signature:	<u>[Signature]</u>
Date Signed:	_____	Date Accepted:	<u>2-26-2024</u>
		PO Number:	_____



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 11, 2024

A/R No.: 2024-64

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC. FIRST THURSDAY BLOCK PARTY EVENTS

Summary:

TEMPORARY EVENT LIQUOR LICENSES FOR HISTORIC DOWNTOWN LIBERTY, INC. FIRST THURSDAY BLOCK PARTY EVENTS

Background:

In 2003, the City Code was amended, adding a temporary liquor license for events of short duration (7 days or less). Patterned after the state's license, this temporary liquor license allows any church, school, civic, service, fraternal, veteran, political or charitable club or organization to sell or serve alcohol, upon approval of the license by the City Council.

Historic Downtown Liberty, Inc. (HDLI) has applied for temporary liquor licenses to serve alcohol at the First Thursday Block Party events on June 6, 2024, and September 5, 2024, from 5 p.m.- 8 p.m. The First Thursday Block Party events will be held at Missouri Street between Franklin and Kansas Streets. As the event locations incorporates both indoor and outdoor areas, the organization contacted the owners/occupants of all properties within one hundred eighty-five (185) feet of the event location, notifying them of the proposed events and the time and place of the Council meeting at which the applications will be considered. In addition, HDLI has submitted a map of the event location and will provide security personnel for these events.

The applications and necessary certificates of liability insurance for the events have been reviewed by the appropriate staff, and approvals are recommended.

The City Code requires all paid employees of a business with a liquor license to obtain liquor dispensing permits. Unpaid staff are exempt from this requirement. It is the responsibility of the applicant to ensure that all individuals working with alcohol and consuming alcohol at the event meet age and other requirements.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:

Other:	Completed/Recommended:
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Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. RESOLUTION HDLI First Thursday Block Party 6-6-2024
2. RESOLUTION HDLI First Thursday Block Party 9-5-2024

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE FIRST THURSDAY
BLOCK PARTY EVENT ON JUNE 6, 2024

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the First Thursday Block Party event on June 6, 2024, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR HISTORIC DOWNTOWN LIBERTY, INC. (HDLI) FOR THE FIRST THURSDAY
BLOCK PARTY EVENT ON SEPTEMBER 5, 2024

WHEREAS, a temporary event liquor license application has been duly and properly presented to City Council; and

WHEREAS, the City Council finds that the application duly conforms to the standards and requirements of Chapter 3, Liberty Code of Ordinances, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to Historic Downtown Liberty, Inc. (HDLI) for the First Thursday Block Party event on September 5, 2024, with the following stipulation:

1. No license shall be issued by the City until proof is provided of the State of Missouri having issued a temporary liquor license for the same event.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: RESOLUTION APPROVING A HISTORIC CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION OF 11 N. WATER, LIBERTY SQUARE HISTORIC DISTRICT

Summary:

Applications for demolition of primary structures within the Historic Districts and Local Landmarks shall be reviewed by the HDRC and forwarded to the City Council with a recommendation. The City Council shall take formal action on the application in the form of a Resolution following a public hearing.

Background:

Star Development, the owner of 11 Water Street, has applied for a Certificate of Appropriateness to demolish 11 N. Water Street, a non-contributing primary structure, in the Liberty Square Historic District.

Previous Action (if applicable):

HDRC held a public hearing on March 5, 2024. HDRC voted 5-3 in favor of demolition with the stipulation that the infill plan receives a recommendation of approval by HDRC prior to the approval by City Council.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: HDRC	Completed/Recommended: 3/5/24 Approval with stipulation

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. HDRC Staff Report Demolition 11 N Water
2. EXCERPT HDRC 3.5.24 11 N Water Demolition Public Hearing

3. RES_CoA_HDRC 24-01LS



Historic District Review Commission

HDRC Case No. 24-001LS

Staff: Jeanine Thill, Community Development Mgr.

Katherine Sharp, Director of Planning & Development

HDRC Meeting Date: March 5, 2024

GENERAL INFORMATION

Application: Certificate of Appropriateness for demolition of a primary structure,
11 N. Water, Liberty Square Historic District

Applicant: Star Development, LLC

Location: 11 N. Water

District: Liberty Square Historic District

NRHP Status/ category: Non-Contributing, Liberty Square Historic District

File Date: February 9, 2024

SPECIFIC INFORMATION

SITE HISTORY:

This building has been occupied by the G.M. Peters Agency since its construction between 1957-1960. The Historic Survey shows the construction date as 1957, but the building permit information indicates year built as 1960. Random rubble stone veneers cover approximately two thirds of the main (west) façade. The entrance is at the south end of the building and above it is a metallic screen of circular forms.

PROPOSAL DESCRIPTION:

The applicant is proposing demolition of the building at 11 N. Water. In their proposal, the applicant states:

“Star Development, a 40-year Liberty based business, is seeking a Certificate of Appropriateness to demolish the building at 11 N. Water St. The building was built in 1960 by Garnett Peters. This building happened before historic regulations administered by HDRC was in existence. The building facade was not designed or built in continuity with others on Liberty’s Historic Square. The building has commonly been sighted as an example of what NOT to build and considered non-contributing to the Historic District. Using language from Sec. 30-71.9 (1)b. *‘The structure does not possess the integrity, originality, craftsmanship and age to merit preservation.’* Demolition of buildings inside Liberty’s Historic Square is a serious matter that its citizens care deeply about. Star Development respectfully asks HDRC approval of the Certificate of Appropriateness for 11 N. Water St. and look forward to working with the City of Liberty to enhance its Historic Square.”

ANALYSIS

Unified Development Ordinance (“UDO”) - The Unified Development Ordinance outlines design principles that have been adopted for all historic districts and landmarks in the City of Liberty.

Design Guidelines (“DG”) - Design Guidelines were established to give the HDRC general guidance in making subjective preservation choices in accordance with accepted best practices and the Secretary of the Interior standards for historic preservation.

Sec. 30-71.9 Certificate of Appropriateness, demolition

1. Demolition, in whole or in part, of individual landmarks or any contributing primary structure within a historic district is not permitted. Deterioration caused by neglect or lack of routine maintenance by the existing owner does not provide grounds for approval of demolition. Exceptions will be considered only if:
 - a. The structure has been substantially damaged through fire, deterioration, or natural disaster.
 - b. The structure does not possess the integrity, originality, craftsmanship and age to merit preservation.
 - c. There is substantial evidence that it would not be physically or economically viable to rehabilitate the structure.

STAFF ANALYSIS

According to the Historic Survey on file for the property, the building at 11 N. Water was built around 1957 and is a non-contributing building. The National Park Service guidance regarding *The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* states that:

“Not every building in a district is contributing. When historic districts are designated, they are usually associated with a particular time period or ‘period of significance,’ such as ‘mid-1800s to 1935.’ In such a district, a 1950 office building would not contribute...”

This building is considered non-contributing because it was not constructed during the period of significance for the Liberty Square District. The building’s age and architecture are not consistent with the surrounding architecture of the existing historic structures from the 1880s-1930s. The building possesses little architectural integrity from that era, originality, craftsmanship or distinctive architectural features often associated with historic structures within the Liberty Square District and is a non-contributing structure. Therefore, in accordance with the preservation ordinance, would qualify for demolition.

Staff believes demolition of this building is allowable given the unique situation found in this instance, that it is a non-contributing building constructed in the late 1950s or early 1960s, in the style of that time, without being harmonious to the surrounding historic structures. However, staff would like to establish that this circumstance does not set the precedent of allowing demolition of other buildings within the Historic Districts. Decisions in planning cases do not set a precedent that must be followed in subsequent cases in that every case is unique and is considered on its own merits. Decisions must be based on an evaluation of the relevant criteria and the unique facts presented in each case. The circumstances surrounding this case are unique and each planning application must be considered on its own merits and facts and circumstances, without concern of setting precedent.

Other Information:

- Applications for demolition of primary structures within the Historic Districts and Local Landmarks shall be reviewed by the HDRC and forwarded to the City Council with a recommendation. The City Council shall take formal action on the application in the form of a resolution.
- This application for demolition is to be considered independently of any possible future development of the site.
- Any infill development would be reviewed by HDRC and is required to gain approval from City Council.

STAFF RECOMMENDATION

Staff finds that this structure is a non-contributing building and that the application meets the standards for review and guidelines for demolition, therefore staff recommends approval of HDRC case #24-001LS.

The City Council will consider this request at their regular session on March 11, 2024 held at 7pm in the Council Chambers, City Hall. Opportunity for public comment will be given at the meeting.

ATTACHMENTS

1. Exhibit A: Vicinity Map
2. Exhibit B: Historic Inventory Data Sheet
3. Exhibit C: Detailed Project description from the applicant
4. Exhibit D: Photos of Existing Conditions





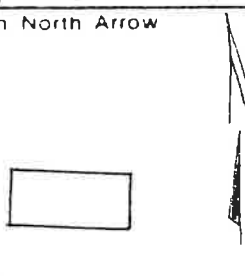
HDRC Case #: 24-001LS
11 N. Water St.

 Parcels
 City Limits

Exhibit A:
Vicinity Map



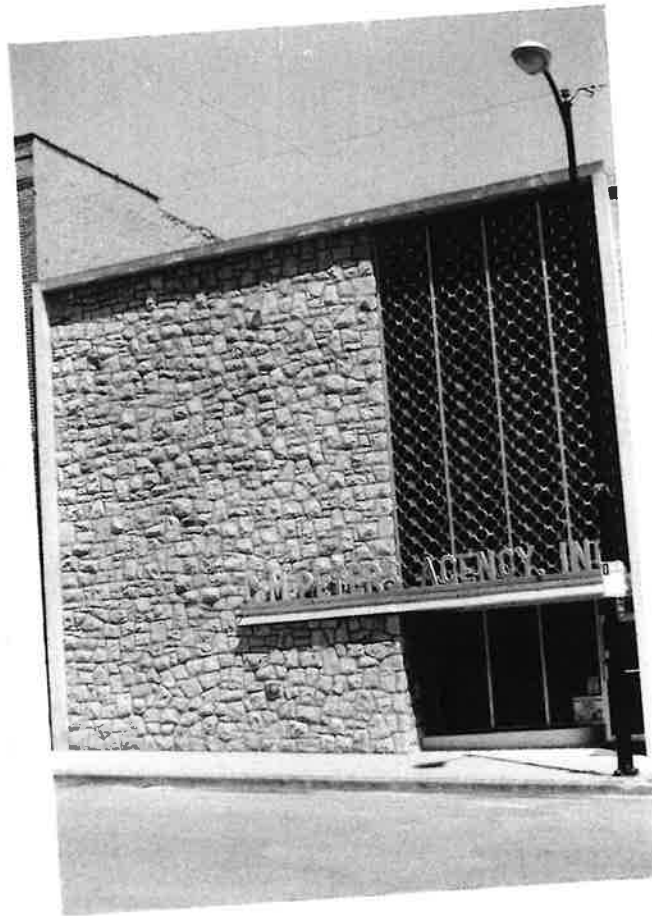
HISTORIC INVENTORY

1 No 8-B		4 Present Name(s) G.M. Peters Agency Inc.	
2 County Clay		5 Other Name(s)	
3 Location of Negatives Liberty Community Development			
6 Specific Location 11 North Water		16 Thematic Category	28 No. of Stories 1
7 City or Town If Rural, Township & Vicinity Liberty, Missouri		17 Date(s) or Period c. 1957	29 Basement? YesXX No
8 Site Plan with North Arrow 		18 Style or Design	30 Foundation Material concrete
		19 Architect or Engineer	31 Wall Construction reinforced concrete
		20 Contractor or Builder	32 Roof Type & Material flat: tar & gravel
		21 Original Use, if apparent commercial	33 No. of Bays Front Side
		22 Present Use commercial	34 Wall Treatment stone; metal
9 Negative No. 2-5		23 Ownership Public ☒ Private ☒	35 Plan Shape rectangular
10 Site Building X Structure Object		24 Owner's Name & Address, if known	36 Changes (Explain in #42) Addition Altered Moved
11 National Register? Yes No X	12 Is It Eligible? Yes No X	25 Open to Public? YesXX No	37 Condition Interior Exterior good
13 Part of Estab. Hist. Dist.? Yes No X	14 District Potent'l? Yes No X	26 Local Contact Person or Organization Liberty Mo, Community Devel.	38 Preservation Underway? Yes No X
15 Name of Established District		27 Other Surveys in Which Included	39 Endangered? By What? Yes NoX
			40 Visible from Public Road? YesX No
			41 Distance from and Frontage on Road, approx 20 ft. on N. Water
42 Further Description of Important Features Random rubble stone veneers approximately two thirds of the main (west) facade. The entrance is at the south end of the building and above it is a metallic screen of circular forms.			
43 History and Significance This building has been occupied by the G.M. Peters Agency since its construction around 1957.			
44 Description of Environment and Outbuildings The Courthouse is west of this building. To the north and south are other commercial buildings. A surface parking/loading dock area is to the east.			
45 Sources of Information Liberty City Directories Liberty Telephone Directories		46 Prepared by PILAND/UGUCCIONI	
		47 Organization Liberty, Comm. Dev.	
		48 Date	49 Revision Date(s)

Continuation

HISTORIC INVENTORY

ADDRESS: 11 North Water
Liberty, MO



Applicant request:

Star Development, a 40-year Liberty based business, is seeking a Certificate of Appropriateness to demolish the building at 11 N. Water St. The building was built in 1960 by Garnett Peters. This building happened before historic regulations administered by HDRC was in existence. The building facade was not designed or built in continuity with others on Liberty's Historic Square. The building has commonly been sighted as an example of what NOT to build and considered non-contributing to the Historic District. Using language from Sec. 30-71.9 (1)b. *'The structure does not possess the integrity, originality, craftsmanship and age to merit preservation.'* Demolition of buildings inside Liberty's Historic Square is a serious matter that its citizens care deeply about. Star Development respectfully asks HDRC approval of the Certificate of Appropriateness for 11 N. Water St. and look forward to working with the City of Liberty to enhance its Historic Square.

11 N Water Existing Conditions



Exhibit D: Front/West Elevation

Existing Conditions Page 1 of 4



Exhibit D: Front/West Elevation

Existing Conditions Page 2 of 4

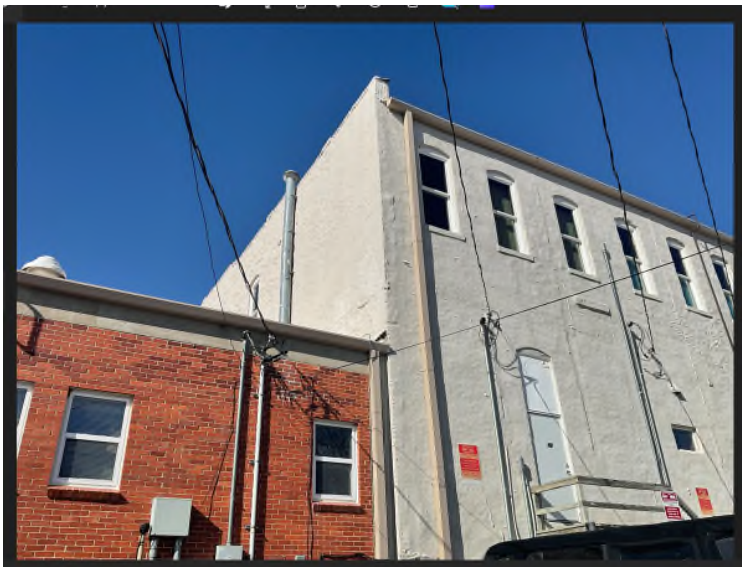


Exhibit D: Rear/ East Elevation

11 N Water Interior



LIBERTY HISTORIC DISTRICT REVIEW COMMISSION
Meeting Excerpt

March 5, 2024
5:30 pm
City Council Chambers

Present: Paemon Aramjoo, Linda Armstrong, John Carr, Vern Drottz, Aimee Gray, Matt Grundy, Katie Schmidt

Absent: Brett Rinker

Applicant Present: Paul Jeness, Star Development

Staff Present: Katherine Sharp, Director Planning & Development, Jeanine Thill, Community Development Manager

Chairman Grundy called the meeting to order at 5:30 pm.

Current Business

Public Hearing HDRC Case # 24-001LS Consideration of a Certificate of Appropriateness for demolition of 11 N. Water Street, Liberty Square Historic District

Vice Chairman Carr said he finds the façade of 11 N. Water inappropriate. He added that buildings fifty years or older should be eligible for inclusion within the historic district and asked how it would be determined if this building is historic and contributes to the district.

Ms. Sharp said staff refers to the Secretary of Interior Standards for guidance on situations such as this. She quoted the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation, which states: *"Not every building in a district is contributing. When historic districts are designated, they are usually associated with a particular time period or 'period of significance,' such as 'mid-1800s to 1935.' In such a district, a 1950 office building would not contribute..."*

She said the Liberty Square District's period of significance ranges from the 1880s through 1942; therefore, 11 N. Water – a 1960s building – would not contribute to this specific historic district. There are other areas where a 1960s building could be considered a contributing structure, but that is not applicable to the Liberty Square District.

Chairman Grundy said he understands that because 11 N. Water is incongruent with the other buildings in the Square and its surrounds that it is not a contributing building to our Square. The Liberty Square Historic District has a period of significance ranging from the 1880s through 1942, which will not change. This 1960s building is not within the range of this district's period of significance.

Commissioner Gray commented that 1950s homes within residential neighborhoods are required to maintain their historic designs and asked how this situation differs.

Commissioner Armstrong said the context of how infill should look in a neighborhood is different than on the context specific to the Square.

Ms. Sharp said that the HDRC has to be equitable and fair in these matters, basing decisions on current circumstances and the findings of fact for each case. Past decisions made for other buildings or properties are based on the context specific to those cases.

Commissioner Armstrong said it appears that there seems to be a lack of clarity and a lack of understanding of how infill should look in the Liberty Square District. If this building was a 1950s home in an 1880s neighborhood then that context should be considered, but the context on the Square is trickier due to the presence of infill.

Commissioner Chelton said this decision is difficult as the request for demolition has been made without any indication of what the new building will look like or how it will fit with its surroundings.

Commissioner Drottz commented that HDRC shouldn't vote on the demolition until more details have been provided of what will go in its place. He asked what assurance can be given that there will not be damage to the buildings directly to the north of 11 N. Water.

Ms. Sharp said if the demolition was approved, the applicant would be required to have a structural engineer who would oversee the project and provide a demolition plan.

Ms. Sharp said that the City has always considered applications on their own, as future proposals should not sway the vote on current applications. These are two separate applications and should be treated as such.

Chairman Grundy commented that there is a process. Something needs to be built where there are no buildings and having this next door to it isn't any better.

Vice Chairman Carr said there was a conceptual drawing that was discussed with HDRC and it should be part of the conversation.

Ms. Sharp said that the staff recommendation is based on the Code. The staff analysis isn't based on future proposals. We are not allowed to use the future as the criteria. It's natural to think about what it might look like in the future and the effect on the neighborhood buildings but that is not the criteria for analysis in the code.

Commissioner Armstrong commented that if we approve 11 N. Water because it is non-contributing, that status could lead to future demolitions.

Ms. Sharp said that the staff's recommendation states that it isn't just that it is non-contributing, it is also because it doesn't fit in with the period of significance for the Square and does not fit in with the architecture of that time.

Commissioner Armstrong said we have a role in this process, in interpreting the guidelines.

Commissioner Grundy said if this was any other building on the Square, he would likely not be in favor of demolition. When the regulation says it isn't congruent with the other contributing structures, it means this building.

Commissioner Armstrong commented that HDRC can hold the applicant to a standard for the new construction. Even the applicant admits that this architecture doesn't fit, we should hold them to that standard.

Mr. Jeness said that 11 N. Water's architecture is an example of what not to do with in infill. He appreciates HDRC's role in the preservation of the Square and its future development.

Chairman Grundy asked the audience for a show of hands of people wanting to address the Commission during the public hearing. There was no show of hands and no comments were made from the public.

Chairman Grundy opened the public hearing, asked if anyone wished to speak, and seeing none, he closed the public hearing. He brought the item back to the Commission for deliberation.

Commissioner Aramjoo asked about the upside of approving the demolition. Chairman Grundy said he feels the upside is having the building gone. It's a one-story building that isn't congruent with the other buildings on the Square.

Commissioner Drottz asked that if someone didn't like the façade, then why not alter the façade and preserve the rest of the structure as opposed to demolishing the entire building. We would ask what the new building would look like. It doesn't make sense to approve demolition without approving what the new building will look like first.

Vice Chairman Carr said not being allowed to discuss what is going to be built in its place makes it difficult to make a decision on the matter.

Chairman Grundy agrees that it is old, but it doesn't fit. Grundy said this is a question of whether the Commission feels the building belongs and whether would we allow this building to be constructed on the Square today.

Commissioner Armstrong said the record will show that this was carefully considered. If this was a quick unanimous vote that might cause concern.

Ms. Sharp said that the Planning Commission sometimes will share how they plan to vote and their reasons prior to the actual vote occurring, allowing staff to capture their reasoning in the notes.

Commissioner Chelton asked if there are procedures in place that would ensure there isn't any harm to the adjacent building.

Mr. Jeness said if demolition was approved, the building would not come down until they are in the construction phase, so the building to the north would be exposed as little as possible. He added that they met with the architects today and that there needs to be distinction to the new buildings, taking into consideration the comments from HDRC and delineation between the buildings.

Commissioner Gray asked if their intention is to put a parking garage below and asked for there to be caution to not undermine the neighboring building's foundation.

Mr. Jeness said they will be cautious.

Commissioner Schmidt asked if they could have a condition on their recommendation. Chairman Grundy asked Ms. Sharp if the Commission can give conditions or stipulations. Ms. Sharp said that stipulations are sometimes a part of a recommendation going forward to the City Council. The City Council would choose whether to follow that recommendation.

Commissioner Aramjoo made a motion to approve the application as presented. There was not a second to the motion, the motion failed.

Commissioner Drottz said he doesn't feel comfortable approving demolition until they are presented with the design of what will replace it.

Chairman Grundy asked if Commissioner Drottz would feel comfortable with a conditional approval as proposed by Commissioner Schmidt.

Commissioner Chelton said she would feel more comfortable approving the demolition with a condition that HDRC approves the infill design.

Commissioner Aramjoo said he has trust in the process knowing what it will be replaced with something appropriate.

Vice Chairman Carr said the only way he could approve the demolition is if it is conditional on knowing the infill is appropriate.

Chairman Grundy commented that he would vote to approve the demolition as submitted. The process has the infill design concept come to HDRC, and that is where the Commission would have a say. If you don't like the proposed infill then we lose twice because we have lost the opportunity to remove this building that does not fit within the Square

Commissioner Schmidt said she would approve the demolition if it is conditional on the appearance of future infill.

Commissioner Armstrong said she is uncomfortable using non-contributing as a basis for demolition, adding that we have a different context in our neighborhoods. On the Square it is fundamentally different. Non-contributing is not an acceptable standard for approving demolition. She said she will be voting against this request.

Commissioner Gray said she will be voting against demolition.

Action:

A motion was made by Commissioner Schmidt to approve the application for demolition with the stipulation that the infill plan receives a recommendation of approval by the HDRC prior to the approval by City Council. The motion was seconded by Commissioner Chelton. The motion passed 5-3-0.

Yes: Commissioners Aramjoo, Carr, Chelton, Grundy and Schmidt.

No: Commissioners Armstrong, Drottz, and Gray.

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RESOLUTION NO. _____

A RESOLUTION GRANTING A CERTIFICATE OF APPROPRIATENESS FOR THE
DEMOLITION OF THE STRUCTURE AT 11 N. WATER STREET

WHEREAS, an application for a certificate of appropriateness to demolish the structure at 11 N. Water Street, Liberty Square Historic District, has been duly and properly presented to the Historic District Review Commission on March 5, 2024 and City Council on March 11, 2024;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a certificate of appropriateness for HDRC Case No. 24-001LS for the demolition of the structure at 11 N. Water Street, Liberty Square Historic District, is hereby granted, according to the review procedures and design principles required for the approval of a certificate of appropriateness incorporated by reference herein and available for review as required by law.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF February 16, 2024 TO March 1, 2024

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

FUND NAME	FUND NUMBER	AMOUNT
GENERAL OPERATING FUND	10	\$ 535,390.84
LIMITED CAPITAL FUND	11	\$ 25,557.00
ARPA FUND	12	\$ 1,266.20
CAPTIAL SALES TAX FUND	50	\$ 418,703.00
TRANSPORTATION SALES TAX FUND	52	\$ 347,204.86
PARK SALES TAX FUND	54	\$ 49,998.42
ECO/DEVO SALES TAX FUND	56	\$ 785,849.24
FIRE SALES TAX FUND	58	\$ 12,325.44
PARKS FUND	60	\$ 96,666.43
SPORTS COMPLEX FUND	61	\$ 22,194.12
COMMUNITY CENTER FUND	65	\$ 31,228.96
TRANSIENT GUEST TAX FUND	67	\$ 3,844.61
CEMETERY MAINTENANCE FUND	73	\$ 1,980.49
WATER OPERATING FUND	90	\$ 131,638.28
WASTEWATER OPERATING FUND	92	\$ 182,683.71
WATER CAPITAL FUND	94	\$ 3,051.07
WASTEWATER CAPITAL FUND	96	\$ 314,619.66
SOLID WASTE FUND	98	\$ 171,848.56
PAYROLL CHECKS & BENEFITS	2/23/24	\$ 1,288,739.99
TOTAL APPROPRIATIONS		<u><u>\$ 4,424,790.88</u></u>

PASSED by the Council this 11th day of March, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 11th day of March, 2024.

MAYOR

Appropriations Legend

Account Number	Fund and Departments
10	General Fund
10.10	Council
10.20	Administration
10.25	Human Resources
10.30	Finance
10.40	Police
10.50	Fire
10.60	Parks-Aging Services
10.70	Public Works
10.80	Planning and Development Services
10.90	Information Services
10.95	City Wide
11	Limited Capital Fund
14	Downtown 353
15	Residential 353
16	TIF-Liberty Commons
17	CID-Liberty Commons
18	TDD-Liberty Commons
20-21	TIF-Liberty Triangle Project
22	TIF-Liberty Triangle Series 2007
23	TIF-Roger's Plaza
24	TIF-Blue Jay Crossing
25	TIF-Triangle Project B-1
26	TIF-Triangle Project F
27	Rogers CID Sales Tax
28	Blue Jay Crossing CID Sales Tax
29	Triangle CID Sales Tax
30	South Liberty Parkway
31	TIF-South Liberty Parkway-Whitehall
32	TIF-Project E
33	TIF-Triangle Project E
35	TIF-Tiangle Project E-4
36	Liberty Corners CID
37	TIF-Triangle Project E-1
38	TIF-Triangle Project E-2
39	Healthy Living Community
40 & 41	Cemetery Trust Funds
42	F Hughes Library Trust
50	Capital Sales Tax Fund
51	PFA Construction Fund
52	Transportation Sales Tax Fund
54	Park Sales Tax Fund
55	Parks Development Fund
56	Eco/Devo Sales Tax Fund
57	Capital Const Bond Fund
58	Fire Sales Tax Fund
59	Public Safety Sales Tax Fund
60	Parks Fund
61	Sports Complex Fund
65	Community Center Fund
67	Transient Guest Tax Fund
68	Preservation & Development Fund
69	Police Training Fund
70	Cable Reserve Fund
73	Cemetery Maintenance Fund
75	Loss Control Fund
80	Debt Service Fund
81	Tax Escrow Fund
82	TIF-Triangle B-1 Debt Service (CCHC)
83	TIF Debt Service 2007 Fund
86	TIF Debt Service Fund
87	NID Debt Service Fund
88	PFA Debt Service Fund
90	Water Operating Fund
90.30	Finance-Utility Billing
90.70	Public Works
92	Wastewater Operating Fund
92.30	Finance-Utility Billing
92.70	Public Works
94	Water Capital Fund
96	Wastewater Capital Fund
97	Wastewater Treatment Facility
98	Solid Waste Fund
98.30	Finance-Utility Billing
98.70	Public Works

February 23rd CHECKS

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
A T & T MOBILITY 008295								
185045	02/23/24	MOBILE PHONE SERVICE	43.91	045976	X02012024		P N W MOBILE PHONES	10.50.311.12.5453
185045	02/23/24	MOBILE PHONE SERVICE	56.75	045976	X02012024		P N W MOBILE PHONES	10.50.315.12.5453
185045	02/23/24	MOBILE PHONE SERVICE	97.99	045976	X02012024		P N W MOBILE PHONES	10.50.321.12.5453
185045	02/23/24	MOBILE PHONE SERVICE	469.15	045976	X02012024		P N W MOBILE PHONES	10.50.300.12.5453
185045	02/23/24	MOBILE PHONE SERVICE	394.30	045976	X02012024		P N W MOBILE PHONES	10.90.132.12.5453
			1,062.10	*CHECK TOTAL				
		VENDOR TOTAL	1,062.10					
AMERICAN DIGITAL SECURIT 004908								
185046	02/23/24	ACTL DOOR BELL RPR	205.00	045970	INV0025012		P - W FACILITIES SECUR	10.20.051.14.5554
ARC PHYSICAL THERAPY PLU 006467								
185047	02/23/24	POET PRE EMPLOY TESTING	150.00	045971	0201243812		P N W EMPLOYMENT TESTI	10.40.500.08.5392
185047	02/23/24	POET PRE EMPLOY TESTING	450.00	045972	0102242986		P N W EMPLOYMENT TESTI	10.40.500.08.5392
185047	02/23/24	POET PRE EMPLOY TESTING	150.00	045973	1204233356		P N W MISCELLANEOUS EX	10.70.225.38.5989
185047	02/23/24	POET PRE EMPLOY TESTING	300.00	045974	0102242986		P N W TRAINING TRAVEL	92.70.901.06.5210
185047	02/23/24	POET PRE EMPLOY TESTING	300.00	045975	1204233356		P N W TRAINING TRAVEL	92.70.901.06.5210
			1,350.00	*CHECK TOTAL				
		VENDOR TOTAL	1,350.00					
BRADY INDUSTRIES OF KANS 000081								
185048	02/23/24	2024 CITYWIDE CUSTODIAL	63.02	046011	8644969	240015	P N W MAINTENANCE MATE	10.95.140.04.5009
BRYANT/COLE CHRISTOPHER 000616								
185049	02/23/24	CCTR SWIM INSTR	195.00	045977	2/13-2/19		P N W PRIVATE SWIMMING	65.60.417.08.8125
185049	02/23/24	CCTR SWIM INSTR	135.00	045978	2/7-2/10		P N W PRIVATE SWIMMING	65.60.417.08.8125
			330.00	*CHECK TOTAL				
		VENDOR TOTAL	330.00					
CHARTER COMMUNICATIONS 004364								
185050	02/23/24	CCTR CC VIDEO SERVICE	917.60	045979	219601401		P N W MISCELLANEOUS FE	65.60.491.08.5399
185050	02/23/24	T&L TELECOM SIP SERVICE	1,159.54	045979	219601401		P N W TELECOMMUNICATIO	10.90.132.12.5455
			2,077.14	*CHECK TOTAL				
		VENDOR TOTAL	2,077.14					
CHERRYROAD MEDIA INC 000728								
185051	02/23/24	FIN SUBSCRIPTION	51.00	045980	JAN 2024		P - W GENERAL SUPPLIES	10.30.130.04.5001
CHRISTIAN BROTHERS AUTOM 000783								
185052	02/23/24	WWT #190 CAMSHAFT RPRS	5,677.70	045981	102066		P - W VEHICLE MAINTENA	92.70.902.14.5541
CHUCK ANDERSON FORD INC 006320								
185053	02/23/24	PKS F250 TRUCK	49,998.42	046012	16127	240030	F - W VEHICLES	54.60.420.36.7101
CONSTRUCTION MATERIAL TR 001216								
185054	02/23/24	WWT BIOSOLIDS REMOVAL	960.00	045982	05246549		P - W FEES-BIOSOLID DI	92.70.902.08.5370
CONVERGEONE INC 006410								
185055	02/23/24	T&L IPT FLEX LICENSING	20,566.00	045983	3500779		P - W TELEPHONE SYSTEM	10.90.132.14.5586
185055	02/23/24	T&L IPT FLEX LICENSING	4,113.20	045983	3500779		P - W OTHER PREPAYMENT	10.1810

VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CONVERGEONE INC			006410						
185055	02/23/24	T&L 911 MAINT	3,746.90	045984	3500780		P -	W TELEPHONE SYSTEM	10.90.132.14.5586
185055	02/23/24	T&L 911 MAINT	749.38	045984	3500780		P -	W OTHER PREPAYMENT	10.1810
			29,175.48	*CHECK TOTAL					
		VENDOR TOTAL	29,175.48						
CORE & MAIN LP			008799						
185056	02/23/24	WTR INVENTORY	6,480.00	045985	U230710		P -	W INVENTORY-MATERI	90.1700
CRAWFORD, MURPHY & TILLY			000415						
185057	02/23/24	PW BARRIER DESIGN	480.00	046013	0233412	230091	P -	W OVERLAY PROGRAM	52.75.607.14.5501
185057	02/23/24	PW ADA COMPLIANT DESIGN	1,285.00	046014	0233413	230106	P -	W SIDEWALK MAINTEN	52.75.607.14.5625
			1,765.00	*CHECK TOTAL					
		VENDOR TOTAL	1,765.00						
CREATIVE CARNIVALS & EVE			003993						
185058	02/23/24	PKS EVENT ENTERTAINMENT	420.00	046015	16706		P N W	RECREATION SUPPL	60.60.415.04.5004
185058	02/23/24	PKS EVENT ENTERTAINMENT	540.00	046016	16707		P N W	RECREATION SUPPL	60.60.415.04.5004
			960.00	*CHECK TOTAL					
		VENDOR TOTAL	960.00						
DELL MARKETING LP			000189						
185059	02/23/24	T&L LAPTOP-HR	1,088.06	045986	10729555909		P N W	MINOR COMPUTER E	10.90.132.18.5605
185059	02/23/24	T&L WORKSTATIONS	3,700.00	045987	10730667725		P N W	MINOR COMPUTER E	10.90.132.18.5605
			4,788.06	*CHECK TOTAL					
		VENDOR TOTAL	4,788.06						
DENALI WATER SOLUTIONS			004182						
185060	02/23/24	WWT BIOSOLIDS REMOVAL	19,564.23	045988	INV735896		P N W	FEEES-BIOSOLID DI	92.70.902.08.5370
DUDE SOLUTIONS, INC.			000322						
185061	02/23/24	T&L SW MAINT	23,204.27	045989	INV 234499		P -	W SOFTWARE MAINTEN	10.90.132.14.5591
185061	02/23/24	T&L SW MAINT	7,734.76	045989	INV 234499		P -	W OTHER PREPAYMENT	10.1810
			30,939.03	*CHECK TOTAL					
		VENDOR TOTAL	30,939.03						
ENSZ & JESTER PC			004522						
185062	02/23/24	EMP ATTY SERVICES	472.50	045990	2/1/24		P N W	MISCELLANEOUS FE	10.25.011.08.5399
FLUID EQUIPMENT CO INC			008060						
185063	02/23/24	WTR ELEMENT TUBE	362.64	045991	5585342		P -	W WATER PLANT MAIN	90.70.802.14.5534
FNF PETROLEUM			000610						
185064	02/23/24	PKS DIESEL FUEL	1,740.78	045992	IFNF15074		P -	W DIESEL FUEL	60.60.420.14.5522
HASTY AWARDS			004458						
185065	02/23/24	PKS SPORT MEDALS	167.04	045993	01242095		P -	W RECREATION SUPPL	61.60.458.04.5004
185065	02/23/24	PKS SPORT MEDALS	1,326.12	045994	01242589		P -	W RECREATION SUPPL	61.60.458.04.5004
			1,493.16	*CHECK TOTAL					
		VENDOR TOTAL	1,493.16						

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
HELGET GAS PRODUCTS 006305								
185066	02/23/24	FIRE OXYGEN	33.95	045995	0002752059		P - W CHEMICALS	10.50.311.04.5010
HILL/DAVID 000528								
185067	02/23/24	CCTR SWIM INSTR	342.00	045996	2/17-2/18		P N W PRIVATE SWIMMING	65.60.417.08.8125
185067	02/23/24	CCTR SWIM INSTR	52.00	045996	2/17-2/18		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			394.00	*CHECK TOTAL				
		VENDOR TOTAL	394.00					
INNOVATIVE TECHNOLOGY 000024								
185068	02/23/24	T&L HVAC MAINT	350.00	045997	MS-ITK-24-0005		P N W MAINT-OFFICE EQU	10.90.132.14.5551
JOEL REINOEHL MARKETING 000012								
185069	02/23/24	FIELD SPONSORSHIP	229.08	046017	AT0015		P N W MISCELLANEOUS FE	61.60.458.08.5399
185069	02/23/24	FIELD SPONSORSHIP	112.46	046017	AT0015		P N W SPONSORSHIPS	65.60.491.08.5398
185069	02/23/24	FIELD SPONSORSHIP	74.96	046017	AT0015		P N W CONTRACT LABOR	60.60.415.08.5397
185069	02/23/24	FIELD SPONSORSHIP	120.00	046019	LB-DGC003		P N W CONTRACT LABOR	60.60.415.08.5397
185069	02/23/24	FIELD SPONSORSHIP	264.69	046063	HW012		P N W MISCELLANEOUS FE	61.60.458.08.5399
185069	02/23/24	FIELD SPONSORSHIP	129.94	046063	HW012		P N W SPONSORSHIPS	65.60.491.08.5398
185069	02/23/24	FIELD SPONSORSHIP	86.62	046063	HW012		P N W CONTRACT LABOR	60.60.415.08.5397
			1,017.75	*CHECK TOTAL				
		VENDOR TOTAL	1,017.75					
JONES/NATHAN 005257								
185070	02/23/24	CCTR SWIM INSTR	126.00	045998	2/18		P N W PRIVATE SWIMMING	65.60.417.08.8125
185070	02/23/24	CCTR SWIM INSTR	52.00	045998	2/18		P N W SEMI-PRIVATE SWI	65.60.417.08.8123
			178.00	*CHECK TOTAL				
		VENDOR TOTAL	178.00					
< C WINNELSON INC 002103								
185071	02/23/24	WTR INVENTORY	2,588.67	045999	066680 02		P - W INVENTORY-MATERI	90.1700
< C WINWATER WORKS CO 002767								
185072	02/23/24	WTR INVENTORY	15,555.00	046000	322511 01		P - W INVENTORY-MATERI	90.1700
185072	02/23/24	SUPPLIES-H HWY PROJ	222.07	046001	322586 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
			15,777.07	*CHECK TOTAL				
		VENDOR TOTAL	15,777.07					
CAPKE & WILLERTH LLC 007509								
185073	02/23/24	LEGAL SERVICES	8,029.00	046002	67595		P N W LEGAL FEES	10.20.021.08.5311
185073	02/23/24	LEGAL SERVICES	92.50	046002	67595		P N W LEGAL FEES	60.60.415.08.5311
185073	02/23/24	LEGAL SERVICES	388.50	046002	67595		P N W LEGAL FEES	92.70.903.08.5311
			8,510.00	*CHECK TOTAL				
		VENDOR TOTAL	8,510.00					
CMW PROPERTY MANAGEMENT 000784								
185074	02/23/24	JAN/FEB RENT-9 N WATER	4,668.00	046003	1		P N W OTHER MISC FEES	56.20.001.08.5365
LIBERTY AGGREGATES LLC 004693								
185075	02/23/24	ST ROCK	171.93	046004	25426		P - W GRAVEL/ROCK-STRE	50.75.607.14.5622

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE DESCRIPTION		AMOUNT	CLAIM INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
LIBERTY AGGREGATES LLC 004693		185075 02/23/24	PKS ROCK	749.66	046005 25444		P - W TRAILS MAINTENAN	60.60.420.14.5578
		185075 02/23/24	PKS ROCK	1,351.56	046005 25444		P - W BUILDING IMPROVE	61.60.458.36.7402
				2,273.15	*CHECK TOTAL			
VENDOR TOTAL				2,273.15				
LIBERTY HOSPITAL URGENT 000690		185076 02/23/24	HR TESTING FEES	2,600.00	046006 00131755-00		P M W RECRUITMENT EXPE	10.25.011.08.5372
		185076 02/23/24	HR TESTING FEES	1,247.00	046007 00131621-00		P M W RECRUITMENT EXPE	10.25.011.08.5372
				3,847.00	*CHECK TOTAL			
VENDOR TOTAL				3,847.00				
LIFE FITNESS, LLC 000192		185077 02/23/24	CCTR TREADMILL SWITCH	56.48	046009 7587795		P - W MISC EQUIPMENT M	65.60.491.14.5559
LIFE-ASSIST, INC 000723		185078 02/23/24	FIRE EMS SUPPLIES	240.60	046008 1402412		P - W MEDICAL SUPPLIES	10.50.311.04.5003
LOGICALIS, INC. 000657		185079 02/23/24	T&L INVORMACAST MAINT	3,302.88	046022 IN226232		P - W TELEPHONE SYSTEM	10.90.132.14.5586
		185079 02/23/24	T&L INVORMACAST MAINT	4,403.83	046022 IN226232		P - W OTHER PREPAYMENT	10.1810
		185079 02/23/24	T&L INVORMACAST MAINT	4,403.83	046022 IN226232		P - W OTHER PREPAYMENT	10.1810
		185079 02/23/24	T&L INVORMACAST MAINT	1,100.96	046022 IN226232		P - W OTHER PREPAYMENT	10.1810
		185079 02/23/24	T&L PHONE SYSTEM MAINT	1,650.00	046023 S153765		P - W TELEPHONE SYSTEM	10.90.132.14.5586
		185079 02/23/24	T&L INFORMACAST	1,653.75	046024 S154413		P - W IT MAINTENANCE &	10.90.132.14.5555
				16,515.25	*CHECK TOTAL			
VENDOR TOTAL				16,515.25				
MASSEY/HEATHER 008925		185080 02/23/24	POL IACP WELLNESS CONF	224.00	046010 2/28-3/4		P - W TRAINING TRAVEL	10.40.500.06.5210
METROPOLITAN TELECOMM; M 000243		185081 02/23/24	T&L POTS LINES	758.59	046025 01005310623518		P - W TELECOMMUNICATIO	10.90.132.12.5455
MIDWEST OFFICE TECHNOLOG 008612		185082 02/23/24	COPIER USAGE	79.93	046026 INST393047		P - W COPIER LEASE & U	10.20.001.04.5110
		185082 02/23/24	COPIER LEASE	107.78	046027 INST397217		P - W COPIER LEASE & U	10.20.001.04.5110
				187.71	*CHECK TOTAL			
VENDOR TOTAL				187.71				
MISSISSIPPI LIME CO INC 005761		185083 02/23/24	WTR HYDRATED LIME	9,036.49	046028 1712988	240048	P - W CHEMICALS	90.70.802.04.5010
MO DEPT OF NATURAL RESOU 005229		185084 02/23/24	WTR LEE CHEMICAL	1,023.72	046029 34354		P - W MISCELLANEOUS FE	90.70.802.08.5345
PACE ANALYTICAL SERVICES 005664		185085 02/23/24	WWT LAB SERVICES	2,331.70	046030 2460200785		P - W PRETREATMENT PRO	92.70.902.08.5388
		185085 02/23/24	WWT LAB SERVICES	1,021.40	046031 2460201002		P - W LAB FEES	92.70.902.08.5365
				3,353.10	*CHECK TOTAL			
VENDOR TOTAL				3,353.10				

Payments by Vendor

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
PARTY 2 GO LLC 000694									
185086	02/23/24	EVENT ENTERTAINMENT	550.00	046020	258324		P N W	LIBERTY FEST	67.20.061.38.5804
185086	02/23/24	EVENT ENTERTAINMENT	600.00	046021	258325		P N W	RECREATION SUPPL	60.60.415.04.5004
			1,150.00	*CHECK TOTAL					
		VENDOR TOTAL	1,150.00						
POLYDYNE INC. 000715									
185087	02/23/24	WWT CHEMICALS	9,548.00	046032	1809687		P - W	CHEMICALS	92.70.902.04.5010
PUR-O-ZONE, INC. 000622									
185088	02/23/24	PRESSURE GUN	35.66	046033	889251		P - W	BUILDING MAINTEN	90.70.801.14.5571
185088	02/23/24	PRESSURE GUN	35.67	046033	889251		P - W	BUILDING MAINTEN	92.70.901.14.5571
185088	02/23/24	PRESSURE GUN	35.67	046033	889251		P - W	BUILDING MAINTEN	92.70.902.14.5571
			107.00	*CHECK TOTAL					
		VENDOR TOTAL	107.00						
R J KOOL COMPANY INC 004815									
185089	02/23/24	FIRE WASH MACHINE RPRS	228.00	046037	INV2284		P - W	BUILDING MAINTEN	10.50.300.14.5571
RAILROAD MANAGEMENT COMP 004575									
185090	02/23/24	WWT LICENSE FEES	647.37	046034	499236		P N W	MISCELLANEOUS FE	92.70.901.08.5399
RICOH USA, INC 000314									
185091	02/23/24	FIN COPIER LEASE	139.85	046035	39041953		P - W	COPIER LEASE & U	10.30.130.04.5110
185091	02/23/24	COURT COPIER USAGE	7.64	046036	5068856094		P - W	COPIER LEASE & U	10.20.131.04.5110
			147.49	*CHECK TOTAL					
		VENDOR TOTAL	147.49						
ROHAUS/KESSLER 000680									
185092	02/23/24	CCTR SWIM INSTR	45.00	046038	2/11-2/18		P N W	PRIVATE SWIMMING	65.60.417.08.8125
185092	02/23/24	CCTR SWIM INSTR	105.00	046039	2/7-2/11		P N W	PRIVATE SWIMMING	65.60.417.08.8125
			150.00	*CHECK TOTAL					
		VENDOR TOTAL	150.00						
SCHULTE SUPPLY INC 005774									
185093	02/23/24	WTR VALVE,CURB STOP KEYS	1,269.60	046040	S1210514.002		P - W	SMALL TOOLS	90.70.801.04.5018
SHAMROCK ROOFING 000765									
185094	02/23/24	PKS RESTROOM ROOFS	7,611.86	046041	LSM024-102-1	240016	F - W	NEIGHBORHOOD PAR	60.60.420.36.7307
185094	02/23/24	PKS RESTROOM ROOFS	2,500.00	046042	LSM024-102-1		P - W	NEIGHBORHOOD PAR	60.60.420.36.7307
			10,111.86	*CHECK TOTAL					
		VENDOR TOTAL	10,111.86						
SHI INTERNATIONAL CORP 000027									
185095	02/23/24	IS APC UPS	11,189.58	046043	B17959951	240040	F - W	CAPITAL EQUIPMEN	10.90.132.36.7201
185095	02/23/24	T&L SW RENEWAL-ADOBE	3,193.67	046044	B17920665		P - W	INTERNET SERVICE	10.90.132.08.5304
185095	02/23/24	T&L SW RENEWAL-ADOBE	290.33	046044	B17920665		P - W	OTHER PREPAYMENT	10.1810
			14,673.58	*CHECK TOTAL					
		VENDOR TOTAL	14,673.58						

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SHOGER/LAUREL 005680									
185096	02/23/24	CCTR SWIM INSTR	144.00	046045	2/18		P N W	PRIVATE SWIMMING	65.60.417.08.8125
185096	02/23/24	CCTR SWIM INSTR	108.00	046046	2/11		P N W	PRIVATE SWIMMING	65.60.417.08.8125
			252.00	*CHECK TOTAL					
		VENDOR TOTAL	252.00						
SMITH/STEPHANIE 000785									
185097	02/23/24	POL IACP WELLNESS CONF	336.00	046047	2/28-3/4		P - W	TRAINING TRAVEL	10.40.500.06.5210
STRADELLA/CARRIE .14806									
185098	02/23/24	CCTR REFUND MEMBERSHIP	252.50	046048	2047183		P - W	REFUNDS PAYABLE	65.2265
SUTTON/KATELYN DANIELLE 000327									
185099	02/23/24	CCTR SWIM INSTR	32.00	046049	2/17-2/19		P N W	PRIVATE SWIMMING	65.60.417.08.8125
185099	02/23/24	CCTR SWIM INSTR	25.00	046049	2/17-2/19		P N W	SWIM TEAM COMPET	65.60.417.08.8113
			57.00	*CHECK TOTAL					
		VENDOR TOTAL	57.00						
T & M MOBILE SERVICE 004621									
185100	02/23/24	FIRE #611 TRANS MAINT	649.36	046050	44446		P - W	VEHICLE MAINTENA	10.50.301.14.5541
185100	02/23/24	FIRE #611 WIRING HARNESS	2,971.50	046051	44447		P - W	VEHICLE MAINTENA	10.50.301.14.5541
185100	02/23/24	FIRE #611 ENGINE HEAD	14,365.50	046052	44448		P - W	VEHICLE MAINTENA	10.50.301.14.5541
185100	02/23/24	FIRE #605 HOSE RPR	20.12	046053	44452		P - W	VEHICLE MAINTENA	10.50.301.14.5541
			18,006.48	*CHECK TOTAL					
		VENDOR TOTAL	18,006.48						
TAPCO 006767									
185101	02/23/24	ENG TRANS ENHANCEMENT	7,924.73	046054	I772238		P - W	TRANSPORTATION E	52.80.151.08.5420
THE RUGGED STORE 000545									
185102	02/23/24	ACL TOUGHBOOKS UPGRADE	7,100.00	046055	77048		P N W	MINOR COMPUTER E	10.90.132.18.5605
JNIFIRST CORPORATION 002825									
185103	02/23/24	CCTR MATS	107.02	046056	3281137353		P - W	MISC EQUIPMENT M	65.60.491.14.5559
VALIDITY SCREENING SOLUT 004846									
185104	02/23/24	BACKGROUND CHECKS	499.15	046057	238238		P - W	RECRUITMENT EXPE	10.25.011.08.5372
185104	02/23/24	BACKGROUND CHECKS	441.50	046058	239212		P - W	RECRUITMENT EXPE	10.25.011.08.5372
185104	02/23/24	BACKGROUND CHECKS	196.00	046059	240152		P - W	RECRUITMENT EXPE	10.25.011.08.5372
			1,136.65	*CHECK TOTAL					
		VENDOR TOTAL	1,136.65						
JON FINTEL/ROSEMARIE 005659									
185105	02/23/24	CCTR DOG OBED INSTR	996.80	046060	W/S 2024-1		P N W	COMMUNITY PROGRA	65.60.417.08.8602
VELLNER ARCHITECTS, INC. 000760									
185106	02/23/24	PW STORAGE PROJECT	25,557.00	046061	2312-1	230161	P - W	MISCELLANEOUS EX	11.95.140.38.5989
WESTERN FIRST AID & SAFE 000289									
185107	02/23/24	PKS 1ST AID BOXES	259.15	046062	KC11-011904		P - W	MEDICAL SUPPLIES	61.60.458.04.5003

MARCH 1st CHECKS

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	S	9	BX	M	ACCOUNT NAME	ACCOUNT
ALERT ALL CORP				000162											
	185108	03/01/24	FIRE PREVENTION	HELMET	1,230.00	046064	224020044		P	W	-			ACCOUNTS PAYABLE	10.2100
ALTERATIONS & CUSTOM SEW				005482											
	185109	03/01/24	POL UNIFORMS		241.47	046065	4320		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		226.07	046066	4049		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		367.47	046067	4380		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		21.00	046068	4544		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		52.50	046069	4552		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		2,181.75	046070	4475		P	W	N	01		ACCOUNTS PAYABLE	10.2100
	185109	03/01/24	POL UNIFORMS		20.00	046071	4566		P	W	N	01		ACCOUNTS PAYABLE	10.2100
					3,110.26	*CHECK TOTAL									
				VENDOR TOTAL	3,110.26										
AMERICAN DIGITAL SECURIT				004908											
	185110	03/01/24	ACTL REMOTE UNLOCK		1,009.52	046072	INV0025099		P	W	-			ACCOUNTS PAYABLE	10.2100
AMERICAN RESPONSE VEHICL				005616											
	185111	03/01/24	FIRE #625 LED LIGHT		198.53	046073	15040		P	W	-			ACCOUNTS PAYABLE	10.2100
	185111	03/01/24	FIRE #627 LED LIGHT		198.52	046073	15040		P	W	-			ACCOUNTS PAYABLE	10.2100
					397.05	*CHECK TOTAL									
				VENDOR TOTAL	397.05										
ANTHONY PLUMBING,HEATING				.14807											
	185112	03/01/24	REFUND PERMIT		41.00	046074	BLD-23-0955		P	W	-			ACCOUNTS PAYABLE	10.2100
BALLARD/CAROLYN				.14699											
	185113	03/01/24	WTR REFUND		42.50	046111	212 0880 00 03		P	W	-			ACCOUNTS PAYABLE	90.2491
BOND/NATHAN				.14668											
	185114	03/01/24	WTR REFUND		70.24	046112	226 0145 00 09		P	W	-			ACCOUNTS PAYABLE	90.2491
BOUND TREE MEDICAL LLC				002300											
	185115	03/01/24	FIRE EMS SUPPLIES		2,897.00	046075	85253870		P	W	-			ACCOUNTS PAYABLE	10.2100
	185115	03/01/24	FIRE EMS SUPPLIES		264.75	046076	85252610		P	W	-			ACCOUNTS PAYABLE	10.2100
					3,161.75	*CHECK TOTAL									
				VENDOR TOTAL	3,161.75										
BRENNTAG MID-SOUTH INC				005767											
	185116	03/01/24	WWT CHEMICALS		999.51	046113	BMS609115		P	W	-			ACCOUNTS PAYABLE	92.2100
	185116	03/01/24	DISCOUNT		19.60CR	046113	BMS609115		P	W	-			ACCOUNTS PAYABLE	92.2100
					979.91	*CHECK TOTAL									
				VENDOR TOTAL	979.91										
BYRD/ANTHONY				.14658											
	185117	03/01/24	WTR REFUND		35.40	046114	212 0520 00 21		P	W	-			ACCOUNTS PAYABLE	90.2491
CANON FINANCIAL SERVICES				000342											
	185118	03/01/24	COPIER LEASE		152.00	046077	32084253		P	W	-			ACCOUNTS PAYABLE	10.2100

Payments by Vendor

VENDOR NAME AND NUMBER		AMOUNT	CLAIM	INVOICE	PO#	F S 9 BX M	ACCOUNT NAME	ACCOUNT
CHECK#	DATE DESCRIPTION							
CANON FINANCIAL SERVICES 000342								
185118	03/01/24 COPIER LEASE	76.00	046115	32084252		P W -	ACCOUNTS PAYABLE	10.2100
185118	03/01/24 COPIER LEASE	76.00	046115	32084252		P W -	ACCOUNTS PAYABLE	10.2100
		304.00	*CHECK TOTAL					
	VENDOR TOTAL	304.00						
CHERRYROAD MEDIA INC 000728								
185120	03/01/24 PKS TREE INV BID AD	39.14	046078	149837		P W -	ACCOUNTS PAYABLE	60.2100
CHILDRENS MERCY HOSPITAL 005598								
185121	03/01/24 POL LAB SERVICES	1,343.00	046079	8000026985		P W M 06	ACCOUNTS PAYABLE	10.2100
CLAY CO BOARD OF ELECTIO 002310								
185122	03/01/24 MUNICIPAL ELECTION	12,256.01	046116	2/1/24		P W -	ACCOUNTS PAYABLE	10.2100
CLINICAL COUNSELING ASSO 000367								
185119	03/01/24 POL SLEEP STUDY	300.00	046080	2/5/24		P W -	ACCOUNTS PAYABLE	10.2100
185119	03/01/24 WEEKLY SERVICES	1,800.00	046117	2.27.24		P W -	ACCOUNTS PAYABLE	10.2100
		2,100.00	*CHECK TOTAL					
	VENDOR TOTAL	2,100.00						
COLD SOLUTIONS AT RUSH C 000337								
185123	03/01/24 PWK STORAGE	1,800.00	046118	1352		P W N 01	ACCOUNTS PAYABLE	10.2100
CONRAD FIRE EQUIPMENT IN 003684								
185124	03/01/24 FIRE #613 ELEC RPR	881.44	046081	573583		P W -	ACCOUNTS PAYABLE	10.2100
CONSTRUCTION MATERIAL TR 001216								
185125	03/01/24 WWT BIOSOLIDS REMOBAL	1,680.00	046119	05246573		P W -	ACCOUNTS PAYABLE	92.2100
CORE & MAIN LP 008799								
185126	03/01/24 WTR INVENTORY	1,767.60	046120	U300597		P W -	ACCOUNTS PAYABLE	90.2100
185126	03/01/24 AMI WARRANTY	15,419.75	046152	U297893		P W -	ACCOUNTS PAYABLE	90.2100
185126	03/01/24 AMI WARRANTY	26,255.25	046153	U297893		P W -	ACCOUNTS PAYABLE	92.2100
		43,442.60	*CHECK TOTAL					
	VENDOR TOTAL	43,442.60						
CREATIVE CARNIVALS & EVE 003993								
185127	03/01/24 PKS EVENT ENTERTAINMENT	540.00	046082	16723		P W N 01	ACCOUNTS PAYABLE	60.2100
CRISIS SYSTEMS MANAGEMEN 000608								
185128	03/01/24 POL CRISIS NEGOTIATOR	595.00	046083	62150		P W N 01	ACCOUNTS PAYABLE	10.2100
185128	03/01/24 POL CRISIS NEGOTIATOR	595.00	046084	62151		P W N 01	ACCOUNTS PAYABLE	10.2100
185128	03/01/24 POL CRISIS NEGOTIATOR	595.00	046085	62152		P W N 01	ACCOUNTS PAYABLE	10.2100
		1,785.00	*CHECK TOTAL					
	VENDOR TOTAL	1,785.00						
CROSSROADS ANIMAL HOSPIT 000165								
185129	03/01/24 ACTL VET SERVICE	45.00	046086	22262		P W -	ACCOUNTS PAYABLE	10.2100

Payments by Vendor

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
CROSSROADS ANIMAL HOSPIT			000165						
	185129	03/01/24	ACTL VET SERVICE	45.00	046087	22261		P - W VETERINARY SERVI	10.20.051.08.5358
				90.00	*CHECK	TOTAL			
			VENDOR TOTAL	90.00					
CYCLONE INC			000095						
	185130	03/01/24	PKS PORT A POTS	115.00	046121	41226		P - W RECREATION SUPPL	60.60.415.04.5004
DANA SAFETY SUPPLY, INC.			000774						
	185131	03/01/24	POL VEHICLE CHANGEOVER	1,479.80	046154	893245	240038	P - W VEHICLE CHANGEOV	10.40.500.18.5606
DAVID BROWN SANTASALO US			000652						
	185132	03/01/24	WWT GEARBOX	121,000.00	046155	1090110548	230082	F - W ENGINEERING DESI	96.70.901.36.7501
DREXEL TECHNOLOGIES			002272						
	185134	03/01/24	T&L PLOTTER MAINT	120.00	046123	INV127239		P - W MAINT-OFFICE EQU	10.90.132.14.5551
DSG EQUIPMENT AND SUPPLI			004943						
	185135	03/01/24	SERVICE-PRESSURE ISSUE	72.50	046124	5314		P - W VEHICLE MAINTENA	90.70.801.14.5541
	185135	03/01/24	SERVICE-PRESSURE ISSUE	72.50	046124	5314		P - W VEHICLE MAINTENA	92.70.901.14.5541
	185135	03/01/24	SERVICE-PRESSURE ISSUE	72.50	046124	5314		P - W VEHICLE MAINTENA	92.70.902.14.5541
				217.50	*CHECK	TOTAL			
			VENDOR TOTAL	217.50					
ED M FELD EQUIPMENT CO I			005333						
	185136	03/01/24	FIRE #617 SWITCH RPR	406.01	046088	0434758-IN		P - W VEHICLE MAINTENA	10.50.301.14.5541
EDWARDS CHEMICALS			006547						
	185137	03/01/24	CCTR POOL CHEMICALS	1,694.80	046156	IN141472		P - W CHEMICALS	65.60.491.04.5010
FAGAN/JOSEPH			.14808						
	185138	03/01/24	CEM LOT REPURCHASE-2	1,800.00	046089	CEM PLOTS		P - W CEMETERY LOT REP	73.70.226.38.5855
FISH WINDOW CLEANING			006369						
	185139	03/01/24	PWK WINDOW WASH	80.00	046125	2642-89639		P N W FACILITIES MAINT	10.70.221.14.5572
FLEX MADE EASY			005921						
	185140	03/01/24	FLEX SPENDING FEES	40.00	046204	LIB FEB 2024		P N W MISCELLANEOUS FE	10.25.011.08.5399
FLOCK SAFETY			000750						
	185141	03/01/24	POL SAFETY CAMERAS	35,000.00	046157	INV-32422	240010	F - W CAPITAL EQUIPMEN	10.40.500.36.7201
FRATERNAL ORDER OF POLIC			004537						
	185142	03/01/24	PAYROLL DEDUCTION	2,218.00	046090	FEB		P - W UNION DUES PAYAB	10.2190
GAMACHE & MYERS, P.C.			000775						
	185133	03/01/24	PAYROLL DEDUCTION	395.00	046091	1916-CV27237		P - W GARNISHMENT PAYA	10.2187
GARLAND/TOM			005314						
	185143	03/01/24	PKS MPRA CONF	185.00	046092	3/4-3/8		P - W TRAINING COSTS	60.60.420.06.5259

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
GIBBS/JIMMY				000614						
185144		03/01/24		PKS MPRA CONF	185.00	046093	3/4-3/8		P - W MEALS PER DIEM	60.60.415.06.5253
GOODYEAR TIRE DISTRIBUTI				005351						
185145		03/01/24		POL PATROL TIRES-20	3,090.00	046094	35168		P - W VEHICLE MAINTENA	10.40.500.14.5541
GRAINGER				001155						
185146		03/01/24		PWK CEILING FANS	170.10	046126	9005821773		P - W FACILITIES MAINT	10.70.221.14.5572
185146		03/01/24		WWT COGGED V-BELT	69.36	046127	9011460400		P - W MAINTENANCE SUPP	92.70.902.04.5009
					239.46	*CHECK TOTAL				
				VENDOR TOTAL	239.46					
GT DISTRIBUTORS INC				006123						
185147		03/01/24		POL VEST COVERING	249.50	046095	INV0987379		P - W CLOTHING EXPENSE	10.40.500.38.5812
185147		03/01/24		POL UNIFORMS	799.20	046096	UNIV0038666		P - W CLOTHING EXPENSE	10.40.500.38.5812
					1,048.70	*CHECK TOTAL				
				VENDOR TOTAL	1,048.70					
HASTY AWARDS				004458						
185148		03/01/24		PKS SPORT MEDALS	442.29	046097	01242667		P - W RECREATION SUPPL	61.60.458.04.5004
HOFFMAN/DR BRADFORD V				005904						
185149		03/01/24		FIRE MEDICAL DIRECTOR	1,000.00	046158	MARCH	240004	P M W MEDICAL FEES	10.50.311.08.5356
HOLM/JEREMY				.13549						
185150		03/01/24		WTR REFUND	7.50	046128	207 0250 00 07		P - W WATER REFUNDS	90.2495
INDEPENDENT SALT				000575						
185151		03/01/24		PW 2024 ROAD SALT	13,241.53	046159	0183821-IN	240023	P - W INVENTORY-ROAD S	10.1730
185151		03/01/24		PW 2024 ROAD SALT	6,549.65	046160	0184036-IN	240023	P - W INVENTORY-ROAD S	10.1730
					19,791.18	*CHECK TOTAL				
				VENDOR TOTAL	19,791.18					
INSIGHT PUB SAFETY & FOR				000096						
185152		03/01/24		POL NEW HIRE EVAL	550.00	046098	1742		P - W TESTING FEES	10.40.500.08.5336
J & A TRAFFIC PRODUCTS I				008873						
185153		03/01/24		ST SIGN MATERIAL	4,118.75	046129	37394		P - W STREET SIGNS	50.75.607.14.5641
JACKSON LEWIS PC				000377						
185154		03/01/24		HR UNION NEG PREP	465.00	046099	8443950		P - W OTHER	10.25.011.38.5989
JANI-KING OF KANSAS CITY				000696						
185165		03/01/24		CLEANING SERVICES	975.00	046161	KSC02240682		P - W CONTRACT LABOR	65.60.491.08.5397
JCI INDUSTRIES INC				006471						
185155		03/01/24		WWT CENTRIFUGE RPRS	968.00	046162	8264257		P - W WWTR PLANT MAINT	92.70.902.14.5534
185155		03/01/24		WWT DIGESTER LEVEL SYS	5,538.00	046163	8264258		P - W WWTR PLANT MAINT	92.70.902.14.5534
					6,506.00	*CHECK TOTAL				
				VENDOR TOTAL	6,506.00					

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
K C MO WATER DEPT				007653						
		185156	03/01/24	WTR SERVICE	7,716.22	046130	JAN 2024		P - W WATER PURCHASES-	90.70.802.08.5390
K C WINWATER WORKS CO				002767						
		185157	03/01/24	WTR INVENTORY	525.00	046165	322845 01		P - W INVENTORY-MATERI	90.1700
		185157	03/01/24	WTR SUPPLIES-H HWY PROJ	2,228.00	046166	322712 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
		185157	03/01/24	WTR SUPPLIES	552.00	046167	322062 01		P - W MAINS & LINES MA	90.70.801.14.5532
		185157	03/01/24	WTR SUPPLIES	116.00	046168	322731 01		P - W MAINS & LINES MA	90.70.801.14.5532
		185157	03/01/24	WTR SUPPLIES	1,900.00	046169	323015 01		P - W MAINS & LINES MA	90.70.801.14.5532
		185157	03/01/24	WTR SUPPLIES	1,400.00	046170	322954 01		P - W MAINS & LINES MA	90.70.801.14.5532
		185157	03/01/24	WTR SUPPLIES-H HWY PROJ	219.00	046171	322706 01		P - W CONST CNTRCT-CLA	94.70.801.36.7510
					6,940.00	*CHECK TOTAL				
				VENDOR TOTAL	6,940.00					
KC HOOP GIRL				000789						
		185158	03/01/24	PKS EVENT ENTERTAINMENT	385.00	046164	6/14/24		P N W RECREATION SUPPL	60.60.415.04.5004
KEEPER SECURITY, INC				000594						
		185159	03/01/24	T&L KEEPER MAINT,RENEWAL	9,984.00	046122	INV226882		P - W SOFTWARE MAINTEN	10.90.132.14.5591
KEY EQUIPMENT & SUPPLY C				007275						
		185160	03/01/24	WTR PIPE ASSEMBLY	761.20	046131	KC211528		P - W MISC EQUIPMENT M	90.70.801.14.5559
L-L TOWING CO				002879						
		185161	03/01/24	POL TOW	72.00	046100	86911		P N W MISCELLANEOUS FE	10.40.500.08.5399
		185161	03/01/24	POL #222 FLAT TIRE	40.00	046101	86902		P N W MISCELLANEOUS FE	10.40.500.08.5399
		185161	03/01/24	POL #207 FLAT TIRE	80.00	046102	86874		P N W MISCELLANEOUS FE	10.40.500.08.5399
					192.00	*CHECK TOTAL				
				VENDOR TOTAL	192.00					
LEWIS/AMBER & MATTHEW				.14811						
		185162	03/01/24	FIRE DAMAGE DEPOSIT	119,991.56	046203	BLD-23-0526		P - W INSURANCE BONDS	10.2416
LIBERTY ECONOMIC DEV COR				005983						
		185163	03/01/24	2024 LEDC CONTRACT	37,500.00	046172	2035	240007	P - W PARTNERSHIP-COMM	56.70.630.38.5822
LIBERTY SPORTS OFFICIALS				009209						
		185164	03/01/24	PKS OFFICIATING SERVICES	3,197.50	046173	SPRING 1 2024	240001	P - W CONTRACT LABOR	61.60.458.08.5397
MID AMERICA VALVE & EQUI				005794						
		185166	03/01/24	WTP ACTUATOR MAINT	4,125.00	046132	240060		P - W WATER PLANT MAIN	90.70.802.14.5534
MISSISSIPPI LIME CO INC				005761						
		185167	03/01/24	WTR HYDRATED LIME	9,171.31	046174	1714374	240048	P - W CHEMICALS	90.70.802.04.5010
MO ORGANIC RECYCLING INC				005289						
		185168	03/01/24	PKS MULCH-LIB DRIVE	2,964.00	046133	342634		P - W LANDSCAPING	52.60.420.14.5583
MO STATE HIGHWAY PATROL				001184						
		185169	03/01/24	POL FINGERPRINTING	13.25	046103	812HP024XLPD01		P - W REGISTRATION FEE	10.40.500.06.5251

Payments by Vendor

VENDOR NAME AND NUMBER	CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
MOORE/CHUCK .14809	185170	03/01/24	CCR REFUND MEMBERSHIPS	109.50	046134	2051222		P - W REFUNDS PAYABLE	65.2265
OUTDOOR RESTROOMS LLC 003763	185171	03/01/24	PKS PORT A POTS	325.00	046104	787749		P - W RECREATION SUPPL	61.60.458.04.5004
PACE ANALYTICAL SERVICES 005664	185172	03/01/24	WWT LAB SERVICES	568.80	046135	2460200897		P - W LAB FEES	92.70.902.08.5365
	185172	03/01/24	WWT LAB SERVICES	778.80	046136	2460201475		P - W LAB FEES	92.70.902.08.5365
	185172	03/01/24	WWT LAB SERVICES	536.40	046137	2460201388		P - W PRETREATMENT PRO	92.70.902.08.5388
				1,884.00	*CHECK TOTAL				
			VENDOR TOTAL	1,884.00					
PERSONAL TOUCH ENGRAVING 005909	185173	03/01/24	NAME TAGS	7.50	046105	39272		P N W OUTSIDE PRINTING	10.80.153.04.5120
	185173	03/01/24	NAME TAGS	15.00	046105	39272		P N W MISCELLANEOUS EX	10.20.031.38.5989
	185173	03/01/24	POL PLAQUE ENGRAVING	40.00	046106	39303		P N W GENERAL SUPPLIES	10.40.500.04.5001
				62.50	*CHECK TOTAL				
			VENDOR TOTAL	62.50					
PGAV PLANNERS LLC 000735	185174	03/01/24	P&D INFILL CONCEPT PLAN	7,500.00	046175	118643	230134	P N W MISCELLANEOUS EX	10.95.140.38.5989
PIONEER MANUFACTURING CO 005853	185175	03/01/24	PKS FIELD PAINTER	3,880.00	046138	INV913192		P - W RECREATION SUPPL	61.60.458.04.5004
PRIDE CLEANERS 000186	185176	03/01/24	POL JAIL LAUNDRY	339.52	046139	168997-013124		P - W CLOTHING EXPENSE	10.40.500.38.5812
	185176	03/01/24	POL UNIFORM CLEANING	515.00	046140	333472-013124		P - W CLOTHING EXPENSE	10.40.500.38.5812
				854.52	*CHECK TOTAL				
			VENDOR TOTAL	854.52					
PRINTING UNLIMITED 004763	185177	03/01/24	BUSINESS CARDS	70.50	046176	70424		P - W OUTSIDE PRINTING	65.60.491.04.5120
	185177	03/01/24	BUSINESS CARDS	70.50	046176	70424		P - W GENERAL SUPPLIES	61.60.458.04.5001
				141.00	*CHECK TOTAL				
			VENDOR TOTAL	141.00					
PROMINENCE HOLDINGS LLC 000782	185178	03/01/24	WWT SEWER INTERFCEPTOR	193,619.66	046177	2024-1	230169	P N W CONST CNTRCT-LIT	96.70.901.36.7510
PSYCHLOGIC 000683	185179	03/01/24	POL TESTING	300.00	046141	1469		P N W TESTING FEES	10.40.500.08.5336
R J KOOL COMPANY INC 004815	185180	03/01/24	FIRE WASHER CONTROL PANL	603.04	046142	INV2787		P - W BUILDING MAINTEN	10.50.300.14.5571
RED FORCE INC/THE 005911	185181	03/01/24	WWT EXTINGUISHER INSPECT	554.89	046143	RF516724		P - W BUILDING MAINTEN	92.70.902.14.5571

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S ACCOUNT NAME	ACCOUNT
RED FORCE INC/THE				005911						
185181		03/01/24		EXTINGUISHER INSPECT	192.18	046144	RF383624		P - W BUILDING MAINTEN	90.70.801.14.5571
185181		03/01/24		EXTINGUISHER INSPECT	192.19	046144	RF383624		P - W BUILDING MAINTEN	92.70.901.14.5571
185181		03/01/24		EXTINGUISHER INSPECT	471.00	046145	RF14924		P - W BUILDING MAINTEN	90.70.802.14.5571
					1,410.26	*CHECK TOTAL				
VENDOR TOTAL					1,410.26					
REPUBLIC SERVICES #468				008397						
185182		03/01/24		SOLID WASTE COLLECTION	132,086.76	046147	3-0468-0011069		P - W NEIGHBORHOOD COL	98.70.227.08.5381
185182		03/01/24		RECYCLING COLLECTION	39,761.80	046147	3-0468-0011069		P - W NEIGHBORHOOD COL	98.70.227.08.5381
					171,848.56	*CHECK TOTAL				
VENDOR TOTAL					171,848.56					
RICOH USA, INC				000314						
185183		03/01/24		POL COPIER LEASE	153.81	046148	39042584		P - W COPIER LEASE & U	10.40.512.04.5110
185183		03/01/24		COPIER LEASE	91.26	046149	39042347		P - W COPIER LEASE & U	10.20.051.04.5110
185183		03/01/24		COPIER LEASE	5.00	046150	38981150		P - W COPIER LEASE & U	10.20.051.04.5110
					250.07	*CHECK TOTAL				
VENDOR TOTAL					250.07					
RUF/PAULA				000054						
185184		03/01/24		PKS MPRA CONF	493.20	046107	3/4-3/8		P - W TRAINING TRAVEL	61.60.458.06.5210
SCHEBO/ANNE				.14810						
185185		03/01/24		CCTR REFUND MEMBERSHIP	120.00	046202	2051990		P - W REFUNDS PAYABLE	65.2265
SENSAPHONE				000719						
185186		03/01/24		WWT SENSAPHONE MONITOR	1,745.86	046151	00311371		P - W WWTR PLANT MAINT	92.70.902.14.5534
SEVERENUK/LAURA				000786						
185187		03/01/24		CCTR MPRA CONF	493.20	046108	3/4-3/8		P - W MEALS PER DIEM	60.60.415.06.5253
STAAB/B J				009025						
185188		03/01/24		PKS MPRA CONF	185.00	046109	3/4-3/8		P - W MEALS PER DIEM	60.60.415.06.5253
SUMNERONE INC				005662						
185189		03/01/24		COPIER LEASE	24.31	046178	3853090		P - W GENERAL SUPPLIES	90.70.801.04.5001
185189		03/01/24		COPIER LEASE	24.32	046178	3853090		P - W GENERAL SUPPLIES	92.70.901.04.5001
185189		03/01/24		COPIER LEASE	24.32	046178	3853090		P - W GENERAL SUPPLIES	92.70.902.04.5001
					72.95	*CHECK TOTAL				
VENDOR TOTAL					72.95					
SUPERIOR-BOWEN ASPHALT				000762						
185190		03/01/24		ST ASPAHLT	132.60	046179	44501		P N W ASPHALT-STREET R	50.75.607.14.5621
185190		03/01/24		ST ASPAHLT	137.80	046180	44504		P N W ASPHALT-STREET R	50.75.607.14.5621
					270.40	*CHECK TOTAL				
VENDOR TOTAL					270.40					
TAXPAYERS UNLIMITED INC				004954						
185191		03/01/24		FIRE DUES	20.00	046110	FEB		P - W UNION DUES PAYAB	10.2188

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK# DATE		DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
TRAFFIC CONTROL CORPORAT				000656							
		185192 03/01/24		ENG SERVICE RENEW-SLP	1,200.00	046181	149150		P - W	TRANSPORTATION E	52.80.151.08.5420
TRANSYSTEMS				006939							
		185193 03/01/24		PW 291/BLUE JAY-STEWART	15,505.27	046182	INV-0004380874	220135	P - W	TRAFFIC SIGNAL U	52.75.607.14.5626
JMB BANK N A				004100							
		185194 03/01/24		GO RFDG BDS ADMIN FEES	155.82	046183	REF 2012		P - W	DEBT SERVICE FEE	50.95.140.24.6021
		185194 03/01/24		GO RFDG BDS ADMIN FEES	53.52	046184	REF 2013		P - W	DEBT SERVICE FEE	50.95.140.24.6021
		185194 03/01/24		GO RFDG BDS ADMIN FEES	108.66	046184	REF 2013		P - W	SERVICE FEES	52.70.611.24.6021
					318.00	*CHECK TOTAL					
				VENDOR TOTAL	318.00						
UNIFIRST CORPORATION				002825							
		185195 03/01/24		CCTR MATS	107.02	046185	3281142133		P - W	MISC EQUIPMENT M	65.60.491.14.5559
UTILITY SERVICE CO INC				005709							
		185196 03/01/24		NASHUA TOWER SERVICE	6,438.80	046186	597923		P - W	WATER TOWERS MAI	90.70.802.14.5537
VALVOLINE LLC				005460							
		185197 03/01/24		POL #210 OIL CHANGE	34.99	046187	72028		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		185197 03/01/24		POL #212 OIL CHANGE	54.98	046188	72069		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		185197 03/01/24		POL #202 OIL CHANGE	34.99	046189	72015		P - W	VEHICLE MAINTENA	10.40.500.14.5541
		185197 03/01/24		POL #209 OIL CHANGE	34.99	046190	72369		P - W	VEHICLE MAINTENA	10.40.500.14.5541
					159.95	*CHECK TOTAL					
				VENDOR TOTAL	159.95						
VETERINARY CENTER OF LIB				004817							
		185198 03/01/24		ACTL VET SERVICE	65.00	046191	22448		P - W	VETERINARY SERVI	10.20.051.08.5358
		185198 03/01/24		ACTL VET SERVICE	65.00	046192	22449		P - W	VETERINARY SERVI	10.20.051.08.5358
		185198 03/01/24		ACTL VET SERVICE	65.00	046193	22447		P - W	VETERINARY SERVI	10.20.051.08.5358
					195.00	*CHECK TOTAL					
				VENDOR TOTAL	195.00						
VOSS LIGHTING INC				005809							
		185199 03/01/24		PWK LED LIGHTS	561.40	046194	17266590-00		P - W	FACILITIES MAINT	10.70.221.14.5572
WEATHER OR NOT INC				005309							
		185200 03/01/24		WEATHER OR NOT SERVICE	8,000.00	046195	9968	240029	P - W	MISCELLANEOUS FE	10.70.201.08.5399
		185200 03/01/24		WEATHER OR NOT SERVICES	14,218.00	046196	9968	240029	F - W	EMERGENCY MGT MA	10.50.300.14.5553
					22,218.00	*CHECK TOTAL					
				VENDOR TOTAL	22,218.00						
WHEELER LUMBER LLC				000628							
		185201 03/01/24		PKS PEDESTRIAN BRIDGE	15,412.50	046197	1240-006195	230065	P N W	TRAILS MAINTENAN	60.60.420.14.5578
		185201 03/01/24		PKS PEDESTRIAN BRIDGE	46,237.50	046198	1240-006232	230065	F N W	TRAILS MAINTENAN	60.60.420.14.5578
		185201 03/01/24		PKS PEDESTRIAN BRIDGE	1,000.00	046199	1240-006238		P N W	TRAILS MAINTENAN	60.60.420.14.5578
					62,650.00	*CHECK TOTAL					
				VENDOR TOTAL	62,650.00						

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VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
WILKERSON CRANE RENTAL, 000772									
185202	03/01/24	PARKS PEDESTRIAN BRIDGE	4,536.80	046200	413323-OP	240039	F - W	TRAILS MAINTENAN	60.60.420.14.5578
185202	03/01/24	PARKS PEDESTRIAN BRIDGE	1,937.15	046201	413323-OP		P - W	TRAILS MAINTENAN	60.60.420.14.5578
			6,473.95	*CHECK TOTAL					
		VENDOR TOTAL	6,473.95						

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VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER 007674									
1994	02/29/24	SHIP VEST COVERS THROUGH	24.68					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	SPILL ABSORBENT	19.99					M MAINTENANCE MATE	65.60.491.04.5009
1994	02/29/24	LUMBER FOR BRIDGE REPAIR	628.00					M TRAILS MAINTENAN	60.60.420.14.5578
1994	02/29/24	LUNCH MEETING - MAYOR, C	36.35					M MEETING EXPENSE	10.20.001.38.5803
1994	02/29/24	604 CW FEB24	21.99					M VEHICLE MAINTENA	10.50.311.14.5541
1994	02/29/24	JOHNSON UNIFORM UPFITTING	33.00					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	PVC FITTINGS	27.45					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	TILE SAMPLE FOR BATHROOM	6.70					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	ADA RAMP OUTSIDE CITY HA	28.95					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	FLEET CAR WASHES	210.00					M VEHICLE MAINTENA	10.40.500.14.5541
1994	02/29/24	TIRES	205.80					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	PAINT STICK	35.98					M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	603 CW FEB24	21.99					M VEHICLE MAINTENA	10.50.321.14.5541
1994	02/29/24	LAPTOP STANDS. 5 OF THEM	86.80					M GENERAL SUPPLIES	10.25.011.04.5001
1994	02/29/24	TITLE FEE FOR NEW DUMP T	15.04					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	INDUSTRIAL GLOVES	50.18					M MAINTENANCE MATE	61.60.458.04.5009
1994	02/29/24	ACCIDENTALLY USED MY CIT	6.80					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CREDIT VOUCHER CULVERS O	6.80CR					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	601 CW FEB24	21.99					M VEHICLE MAINTENA	10.50.300.14.5541
1994	02/29/24	TYLENOL, UNIFORM CLOTHIN	42.48					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	TYLENOL, UNIFORM CLOTHIN	42.48					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	TYLENOL, UNIFORM CLOTHIN	14.97					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	TYLENOL, UNIFORM CLOTHIN	14.97					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	PARTS FOR LIGHTING.	49.32					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	STREET SIGNS.	71.00					M STREET SIGNS	50.75.607.14.5641
1994	02/29/24	MERRELL SPEED STRIKE BOO	53.73					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	MERRELL SPEED STRIKE BOO	53.72					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	GLOVES FOR WATER CREW	54.62					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	OFFICE SUPPLIES	54.90					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	CEILING FAN INSTALLATION	219.12					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	RTK MODULE FOR DRONE	529.00					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	RIBBON FOR PROCLAMATIONS	1.95					M GENERAL SUPPLIES	10.10.101.04.5001
1994	02/29/24	HYD. HOSE	249.15					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	CEILING FAN CONTROL BOX	17.81					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	JASON CLOTHING	94.50					M CLOTHING EXPENSE	90.70.801.38.5812

1994	02/29/24	MURIATIC ACID	54.04
1994	02/29/24	RAS- AIR COMPRESSOR	1,016.44
1994	02/29/24	IN-LINE PH PROBE	1,184.61
1994	02/29/24	AIR HOSE EXTENSION- RAS	22.76
1994	02/29/24	LCC DOWNSTAIRS SIGNS	400.45
1994	02/29/24	CHAIRS, MARKING PAINT/FL	762.50
1994	02/29/24	CHAIRS, MARKING PAINT/FL	762.50
1994	02/29/24	CHAIRS, MARKING PAINT/FL	702.27
1994	02/29/24	CHAIRS, MARKING PAINT/FL	702.26
1994	02/29/24	WORK TSHIRTS	130.00
1994	02/29/24	2024 FBINAA CONFERENCE	615.00
1994	02/29/24	BATTERY TESTER FOR CAMER	14.26
1994	02/29/24	WRENCHES, LOPPERS	146.88
1994	02/29/24	MURIATIC ACID	64.95
1994	02/29/24	MUCK BOOTS	119.99

M MAINTENANCE MATE	90.70.802.04.5009
M MINOR EQUIPMENT	92.70.902.18.5601
M LAB SUPPLIES	90.70.802.04.5014
M MINOR EQUIPMENT	92.70.902.18.5601
M GENERAL SUPPLIES	65.60.491.04.5001
M BUILDING MAINTEN	92.70.901.14.5571
M BUILDING MAINTEN	90.70.801.14.5571
M MAINS & LINES MA	92.70.901.14.5532
M MAINS & LINES MA	90.70.801.14.5532
M CLOTHING EXPENSE	90.70.802.38.5812
M REGISTRATION FEE	10.40.500.06.5251
M MINOR EQUIPMENT	10.40.500.18.5601
M SMALL TOOLS	60.60.420.04.5018
M MAINTENANCE MATE	90.70.802.04.5009
M PROTECTIVE CLOTH	92.70.901.38.5813

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	PARTS FOR KTORQ INSTALLA	22.82					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	FENCE CAPS FOR BATTING C	307.50					M BUILDING IMPROVE	61.60.458.36.7402
1994	02/29/24	CONCRETE FOR SIDEWALK RE	232.26					M STORM WATER MAIN	50.75.607.14.5663
1994	02/29/24	CHARGE FOR RENTAL EQUIPM	15.70					M MINOR EQUIPMENT	10.70.225.18.5601
1994	02/29/24	OFFICE SUPPLIES	31.70					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	PARTS FOR SHOP LIGHTING.	27.64					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	ART BRACKETS ON 2ND FLOO	37.76					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	SHOES	175.00					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	RABIES VACCINATION AND H	46.80				-	M VETERINARY SERVI	10.20.051.08.5358
1994	02/29/24	UNIFORM SHIP TO UTILITY	21.08					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	LAB SUPPLIES	504.98					M LAB SUPPLIES	92.70.902.04.5014
1994	02/29/24	PRINT TAPE FOR LABEL MAK	40.99					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	MICROPHONE FOR DISPATCH	23.98					M MINOR EQUIPMENT	10.90.132.18.5601
1994	02/29/24	PARTS FOR SHOP LIGHTING.	149.78					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	OFFICE SUPPLIES	19.49					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	2024 FBINAA CONFERENCE R	670.00					M REGISTRATION FEE	10.40.500.06.5251
1994	02/29/24	CONCRETE (STRADDLE BLOC	382.00					M CONST CNTRCT-CLA	94.70.801.36.7510
1994	02/29/24	HANDGUARDS FOR RIFLES	105.77					M ARMORY SUPPLIES	10.40.501.04.5051
1994	02/29/24	3RD FLOOR SUPPLY RUN	196.64					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	ANNUAL MEMBERSHIP TO PRO	35.00					M MEMBERSHIP DUES	10.25.011.38.5811
1994	02/29/24	BUNNY HUNT SUPPLIES & GR	89.15					M RECREATION SUPPL	60.60.415.04.5004
1994	02/29/24	SUPPLIES	59.94					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	SUPPLIES	59.94					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	RISK MANAGEMENT CONFEREN	155.00					M TRAINING TRAVEL	10.25.011.06.5210
1994	02/29/24	WOOD FOR THE WORKSHOP TA	36.24					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	CERTIFIED POSTAGE EXPENS	5.08					M POSTAGE	60.60.415.38.5808
1994	02/29/24	PUBLIC AGENCY TRAINING C	700.00					M REGISTRATION FEE	10.40.500.06.5251
1994	02/29/24	SMALL TOOLS	160.67				-	M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	SMALL TOOLS	160.67				-	M SMALL TOOLS	90.70.801.04.5018
1994	02/29/24	MEMBERSHIP FEE	30.00					M MISCELLANEOUS EX	92.70.901.38.5989
1994	02/29/24	MEMBERSHIP FEE	30.00					M MISCELLANEOUS EX	90.70.801.38.5989
1994	02/29/24	NEW BASKETBALL GOAL	268.00					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	SIDEWALK FORMS FOR STORM	39.82					M STORM WATER MAIN	50.75.607.14.5663
1994	02/29/24	CREDIT VOUCHER DJI DRONE	336.64CR					M MISCELLANEOUS SU	67.20.061.04.5099
1994	02/29/24	2 DETECTIVE NAMEPLATES	28.50				-	M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	BRATCHER VEST UPFIT	52.00					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	SHORTS FOR ANDREW AND BO	39.08					M CLOTHING EXPENSE	61.60.458.38.5812
1994	02/29/24	YEARLY T-SHIRT ORDER.	3,890.00					M CLOTHING EXPENSE	10.50.301.38.5812
1994	02/29/24	RED LION INN EXPENSE BRA	565.74					M MISCELLANEOUS EX	10.95.140.38.5989
1994	02/29/24	CLOTHING	119.26					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	RED LION INN EXPENSE CEC	565.74					M MISCELLANEOUS EX	10.95.140.38.5989
1994	02/29/24	RED LION INN EXPENSE JOS	535.72					M MISCELLANEOUS EX	10.95.140.38.5989
1994	02/29/24	CREEPERS	216.20					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	BRIAN PROTECTIVE	24.99					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	RED LION INN EXPENSE FOR	475.74					M MISCELLANEOUS EX	10.95.140.38.5989
1994	02/29/24	PATRICK T-SHIRTS	86.00					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	PD ADMIN HALLWAY	108.00					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	JAN 2023 AWS DRUVA	354.62					M INTERNET SERVICE	10.90.132.08.5304
1994	02/29/24	SHIPPING PARTS BACK TO V	53.55					M GENERAL SUPPLIES	92.70.902.04.5001
1994	02/29/24	SPECTRUM	495.00					M INTERNET SERVICE	10.90.132.08.5304

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	POSSESSION ARROWS FOR BA	30.99					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	SEAFOAM FOR TRUCK 404.	43.96					M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	C3KC CONFERENCE TO SPARK	128.75					M REGISTRATION FEE	10.60.481.06.5251
1994	02/29/24	UNIFORM PANTS	94.90					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	CENTRALSQUARE CONFERENCE	225.97					M SOFTWARE MAINTEN	10.40.512.14.5591
1994	02/29/24	ANIMAL CONTROL MAINTENAN	113.23					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CDL THEORY CLASS PATRICK	199.00					M TRAINING COSTS	90.70.801.06.5259
1994	02/29/24	SANITIZER AND SCRUB BRUS	153.58					M GENERAL SUPPLIES	10.60.483.04.5001
1994	02/29/24	FIN OFFICE SUPPLIES, COF	46.72					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	FIN OFFICE SUPPLIES, COF	46.72					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	STAPLES, POST-IT NOTES,	39.52					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	VOLTAGE TESTERS	37.46					M MINOR TOOLS	90.70.802.04.5018
1994	02/29/24	WWTP PAPER TOWELS	115.98					M GENERAL SUPPLIES	92.70.902.04.5001
1994	02/29/24	CREDIT VOUCHER SOUTHWEST	37.72CR					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	WORK SHIRT CLOTHES	72.49					M CLOTHING EXPENSE	90.70.802.38.5812
1994	02/29/24	CONCRETE FOR WILSHIRE TR	39.28					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	ANNUAL WEBINAR SUBSCRIPT	966.67					M REGISTRATION FEE	92.70.902.06.5251
1994	02/29/24	ANNUAL WEBINAR SUBSCRIPT	483.34					M REGISTRATION FEE	90.70.802.06.5251
1994	02/29/24	ANNUAL WEBINAR SUBSCRIPT	483.33					M REGISTRATION FEE	90.70.803.06.5251
1994	02/29/24	ANNUAL WEBINAR SUBSCRIPT	966.66					M CONTRACT LABOR	90.70.801.08.5397
1994	02/29/24	FOUR BLU-RAY BURNERS FOR	578.88					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	LUNCH FOR HR GENERALIST	39.24					M CITY-WIDE TRAINI	10.25.011.06.5259
1994	02/29/24	CHAIRS FOR LOBBY	1,333.60					M MINOR EQUIPMENT	65.60.491.18.5601
1994	02/29/24	BATTERIES, KITCHEN SUPPL	165.74					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	BATTERIES, KITCHEN SUPPL	165.74					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	TLO JANUARY	95.20					M MISCELLANEOUS FE	10.40.500.08.5399
1994	02/29/24	MIKE CROOK'S OFFICE PRIN	45.88					M GENERAL SUPPLIES	10.70.201.04.5001
1994	02/29/24	MUCK BOOTS.	139.99					M PROTECTIVE CLOTH	10.70.225.38.5813
1994	02/29/24	FRONT AND REAR BRAKES FO	737.54					M VEHICLE MAINTENA	10.50.321.14.5541
1994	02/29/24	WORK BOOTS	95.63					M PROTECTIVE CLOTH	90.70.802.38.5813
1994	02/29/24	CONDUIT, ELECTRICAL FITT	51.57					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	FACEBOOK ADS FOR VISIT L	240.45					M ADVERTISING	67.20.061.08.5371
1994	02/29/24	UNIFORM ITEM.	54.41					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	DEFECTIVE PRINTER THAT W	361.00CR					M MINOR COMPUTER E	10.90.132.18.5605
1994	02/29/24	OFFICE TASK LISTS / MEET	57.76					M GENERAL SUPPLIES	10.90.132.04.5001
1994	02/29/24	LAPTOP MOUNT REPAIR SHIP	25.10					M VEHICLE MAINTENA	10.50.311.14.5541
1994	02/29/24	CREDIT VOUCHER FELDMANS	54.41CR					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	E2 KC CHIEFS SHIRTS	1,612.00					M CLOTHING EXPENSE	10.50.301.38.5812
1994	02/29/24	OFFICE SUPPLIES	103.08					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	STREET MARKER SIGNS.	54.74					M STREET SIGNS	50.75.607.14.5641
1994	02/29/24	FIRST AID KIT FOR COMMUN	49.49					M RSVP GRANT	65.60.491.04.5064
1994	02/29/24	UNIFORM ITEM.	49.99					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	LOADING DUMPSTERS FOR WW	4,571.40					M MINOR EQUIPMENT	92.70.902.18.5601
1994	02/29/24	FOR NASHUA TOWER CHANGE	136.11					M MAINTENANCE MATE	90.70.802.04.5009
1994	02/29/24	BOLTS AND GAS MIX	60.08					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	SUPPLIES	114.71					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	SUPPLIES	114.70					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	FLICKINGER BOOTS	300.00					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	OIL DRY 2 PALLETS	899.50					M BUILDING MAINTEN	10.50.300.14.5571
1994	02/29/24	WORK BOOTS.	115.99					M CLOTHING EXPENSE	10.70.225.38.5812

VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	FLOOR SWEEPER.....PER SH	43.21					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CREDIT VOUCHER AUDIBLE A	14.95CR					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	MINI TRUCK BATTERY	175.02					M VEHICLE MAINTENA	92.70.902.14.5541
1994	02/29/24	HEATHERS PRINTER TONER	60.75					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	SPRAY PAINT FOR GRAFFITI	38.88					M SMALL TOOLS	60.60.420.04.5018
1994	02/29/24	CLEAN DRAINS WOMEN'S LOC	270.00					M BUILDING MAINTEN	65.60.491.14.5571
1994	02/29/24	GENERAL SUPPLIES	13.99					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	COMPARATOR FOR THE LAB	26.80					M LAB SUPPLIES	90.70.802.04.5014
1994	02/29/24	PRIZES FOR BIG BUNNY HUN	41.55					M RECREATION SUPPL	60.60.415.04.5004
1994	02/29/24	OIL DRY 2 PALLETS	899.50				-	M BUILDING MAINTEN	10.50.300.14.5571
1994	02/29/24	2X4X12 BOARD FOR THE MIT	5.65					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	MOWER MAINTENANCE AND OI	433.93					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	MOWER MAINTENANCE AND OI	77.99					M MISC EQUIPMENT M	65.60.491.14.5559
1994	02/29/24	FIELD DRAG REPAIR AND NE	74.74					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	FIELD DRAG REPAIR AND NE	97.57					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	HDMI	9.98					M MINOR EQUIPMENT	10.90.132.18.5601
1994	02/29/24	GLOVES, OUTDOOR LIGHT	27.96					M SMALL TOOLS	60.60.420.04.5018
1994	02/29/24	WATER BILL	244.97					M WATER SERVICE	61.60.458.12.5431
1994	02/29/24	UNIFORM ITEM.	27.00					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	LIGHTING FOR SHOP.	323.96					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	UNIFORM ITEM.	98.88					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	WORK BOOTS.	99.99					M PROTECTIVE CLOTH	10.70.225.38.5813
1994	02/29/24	FUEL NOZZLE	43.50					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	FUEL NOZZLE	43.49					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	WELLNESS EQUIPMENT	163.93					M MINOR EQUIPMENT	92.70.901.18.5601
1994	02/29/24	WELLNESS EQUIPMENT	163.92					M MINOR EQUIPMENT	90.70.801.18.5601
1994	02/29/24	CELL PHONE CASES X5	49.45					M MOBILE PHONES	10.90.132.12.5453
1994	02/29/24	BANNER FOR RECRUITING AN	541.01					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	FUEL FILTER	16.50					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	FUEL FILTER	16.49					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	WIRE FOR STROBE LIGHTS O	18.00					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	MICROPHONE CLIPS FOR POR	29.80					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	LIME FOR SEWER OVERFLOWS	89.85					M MAINS & LINES MA	92.70.901.14.5532
1994	02/29/24	OFFICE SUPPLIES	117.28					M GENERAL SUPPLIES	92.70.902.04.5001
1994	02/29/24	JACKET FOR COACH	43.34					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	4 DAILY LOG BOOKS	31.96					M GENERAL SUPPLIES	10.70.201.04.5001
1994	02/29/24	FIRE #611 LIQUID ELECTRI	15.99					M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	GARDEN STREET TRASH CAN	44.94					M GROUNDS MAINTENA	60.60.420.14.5575
1994	02/29/24	SWITCH	3.30					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	SWITCH	3.29					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	STREET MARKER SIGN.	32.85					M STREET SIGNS	50.75.607.14.5641
1994	02/29/24	WELLNESS ROOM EQUIPMENT	29.16					M MINOR EQUIPMENT	92.70.901.18.5601
1994	02/29/24	CONCESSION TRAILER TITLE	219.04					M MISCELLANEOUS EX	61.60.458.38.5989
1994	02/29/24	TORO DRAG REPAIR	53.98					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	SWITCH	2.55					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	SWITCH	2.54					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	D/2 ORDER FOR CEMETERY W	1,075.36					M RSVP GRANT	65.60.491.04.5064
1994	02/29/24	MITER SAW STAND SUPPLIES	93.88					M GENERAL SUPPLIES	60.60.420.04.5001
1994	02/29/24	PD HALLWAY COVE BASE SUP	27.38					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	BATTERIES	29.76					M MAINTENANCE SUPP	92.70.902.04.5009

VENDOR NAME AND NUMBER

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CARD CENTER		007674							
1994	02/29/24	CPR - 1- COMMUNITY SERVI	38.00					M REGISTRATION FEE	10.60.483.06.5251
1994	02/29/24	CPR - 1- COMMUNITY SERVI	228.00					M TRAINING COSTS	65.60.491.06.5259
1994	02/29/24	FEES FOR HOTEL NIGHT FOR	24.54					M TRAINING TRAVEL	10.25.011.06.5210
1994	02/29/24	602 CW FEB24	21.99					M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	612 RADIATOR HOSE REPLAC	4.86					M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	DRIP TRAYS	26.99					M PROGRAM SUPPLIES	10.60.483.04.5099
1994	02/29/24	DRAG AND MOWER REPAIR	60.38					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	DRAG AND MOWER REPAIR	412.65					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	SNACKS FOR TRAINING	32.98					M MEETING EXPENSE	10.40.500.38.5803
1994	02/29/24	HEARING PROTECTION FOR M	92.53					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CHAMBER OF COMMERCE LUNC	25.00					M MEETING EXPENSE	10.40.500.38.5803
1994	02/29/24	SALT & PEPPER SHAKERS	16.97					M GENERAL SUPPLIES	10.60.483.04.5001
1994	02/29/24	FOR BREAK ROOM	47.47					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	PRIZES FOR BIG BUNNY HUN	174.05					M RECREATION SUPPL	60.60.415.04.5004
1994	02/29/24	3RD FLOOR TRASH CAN BACK	120.08					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	SHOT SHOW - LUXOR HOTEL	158.72					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	HOTEL NIGHT FOR BOARD ME	325.33					M TRAINING TRAVEL	10.25.011.06.5210
1994	02/29/24	CANDY FOR OFFICE	56.91					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	UNIFORM CLOTHING HATS	63.00					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	UNIFORM CLOTHING HATS	63.00					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	MINI TRUCK OIL AND AIR F	106.66					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	PLOW LIGHTS FOR TRUCKS.	413.00					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	2X5 BROWN KRAFT ENVELOPE	9.38					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	TRACTOR PARTS	191.35					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	LAB SUPPLIES	554.38					M LAB SUPPLIES	90.70.802.04.5014
1994	02/29/24	PANT RETURN	71.92CR					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	SUPPLIES FOR ALL	24.85					M GENERAL SUPPLIES	10.20.001.04.5001
1994	02/29/24	OFFICER BADGE AND ID CAS	97.50					M MISCELLANEOUS EX	10.40.500.38.5989
1994	02/29/24	JANUARY BIRTHDAY PARTY	23.98					M PROGRAM SUPPLIES	10.60.483.04.5099
1994	02/29/24	WORK TSHIRTS	64.50					M CLOTHING EXPENSE	90.70.802.38.5812
1994	02/29/24	BELTS AND FILTER FOR VAC	30.97					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	OFFICE SUPPLIES	27.96					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	STENO NOTE BOOKS, 5X8 WR	112.96					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	SPECTRUM	76.51					M INTERNET SERVICE	10.90.132.08.5304
1994	02/29/24	GREASE TRAY AND GRILL CL	63.08					M CONCESSION	61.60.458.04.5007
1994	02/29/24	UNIFORM CLOTHING SHIRT	10.00					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	UNIFORM CLOTHING SHIRT	9.99					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	UNIFORM PROTECTIVE JACKE	83.70					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	UNIFORM PROTECTIVE JACKE	83.70					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	SHOP FAN	416.24					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	PVC PRIMER AND GLUE AND	39.42					M MAINS & LINES MA	92.70.901.14.5532
1994	02/29/24	WORK BOOTS	260.99					M PROTECTIVE CLOTH	90.70.802.38.5813
1994	02/29/24	SPRAY PAINT FOR THE SHOP	12.96					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	STATE OF THE CITY LUNCH	25.00					M MEMBERSHIP DUES	60.60.415.38.5811
1994	02/29/24	MAINTENANCE MATERIALS	35.88					M MAINTENANCE SUPP	92.70.902.04.5009
1994	02/29/24	SWIFTER AND HOOKS	35.48					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	FIRE #624 PREV. MAINT.	150.96					M VEHICLE MAINTENA	10.50.311.14.5541
1994	02/29/24	RADIO FOR TRUCK #723.	24.87					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	JOURNAL	23.49					M MISCELLANEOUS EX	92.70.901.38.5989
1994	02/29/24	ROPES FOR LEE CHEMICAL E	36.68					M MAINTENANCE MATE	90.70.802.04.5009

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	ANTIFREEZE	18.99					M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	ANTIFREEZE	18.99					M VEHICLE MAINTENA	92.70.901.14.5541
1994	02/29/24	WORK BOOTS.	179.99					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	MARKERS	9.99					M GENERAL SUPPLIES	10.90.132.04.5001
1994	02/29/24	PANTS	97.88					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	RENEWAL FEES FOR ILEETA	45.00					M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	JEWELL ROOM RENTAL	200.00					M MEETING EXPENSE	10.40.500.38.5803
1994	02/29/24	OFFICE SUPPLIES AND MAIN	227.57					M MAINT-OFFICE EQU	10.90.132.14.5551
1994	02/29/24	LIGHTS	671.22					M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	LIGHTS	671.22					M VEHICLE MAINTENA	92.70.901.14.5541
1994	02/29/24	SUPPLIES FOR SHOP.	518.16					M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	GATOR PM	495.84					M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	TORO DRAG OIL FILTER	12.63					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	CLEAN DRAINS	175.00					M BUILDING MAINTEN	65.60.491.14.5571
1994	02/29/24	MINI TRUCK AIR FILTERS	56.02					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	ROPES FOR LEE CHEMICAL,	103.15					M MAINTENANCE MATE	90.70.802.04.5009
1994	02/29/24	LAC NEW LOGO SIGNS FOR P	165.00					M GRANT SUPPLIES	67.20.061.04.5054
1994	02/29/24	FUSES FOR THE STROBE LIG	20.42					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	WIPER BLADES #192	44.38					M VEHICLE MAINTENA	92.70.902.14.5541
1994	02/29/24	PARTS	6.39					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	SUPPLIES FOR SHOP LIGHTI	218.03					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	COFFEE & CREAMER FOR GU	39.35					M PROGRAM SUPPLIES	10.60.483.04.5099
1994	02/29/24	BACKGROUND CHECKS	60.77					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	PLANNERS, OFFICE SUPPLIE	189.63					M GENERAL SUPPLIES	10.90.132.04.5001
1994	02/29/24	FUEL NOZZLE	43.50					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	FUEL NOZZLE	43.49					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	OIL CHANGE FOR TRUCK #70	79.12					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	RAIN GEAR	24.99					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	RAIN GEAR	24.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	CLEANING SUPPLY.	29.96					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	BLEACH FOR PIPE, HOSE FI	20.74					M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	MONTHLY SERVICE FEE	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
1994	02/29/24	WORK GLOVES	24.94					M PROTECTIVE CLOTH	90.70.802.38.5813
1994	02/29/24	MO-SRO CONFERENCE	884.00					M REGISTRATION FEE	10.40.500.06.5251
1994	02/29/24	FIRE #602 PREV. MAINT.	59.35					M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	AUDIBLE MISTAKENLY CHARG	14.95					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CREDIT VOUCHER LOWES #01	122.90CR					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	MEDC 2024 MEMBERSHIP REN	300.00					M MISCELLANEOUS FE	10.20.001.08.5399
1994	02/29/24	UNIFORM ITEMS.	39.97					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	TEFLON TAPE	6.38					M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	PARTS	90.60					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	OFFICE SUPPLIES	18.22					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	OFFICE SUPPLIES	18.22					M GENERAL SUPPLIES	92.30.134.04.5001
1994	02/29/24	OFFICE SUPPLIES	18.23					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	LAB SUPPLIES	1,713.99					M LAB SUPPLIES	90.70.802.04.5014
1994	02/29/24	CERTIFICATION	70.00					M TRAINING COSTS	61.60.458.06.5259
1994	02/29/24	4X4 POST FOR MAILBOX REP	19.48					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	MAILBOXES FROM PLOW DAMA	595.20					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	FILTER FOR VACUUM	32.40					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	POSTCARDS FOR BUNNY HUNT	107.09					M RECREATION SUPPL	60.60.415.04.5004

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	HYDRAULIC MOTOR FOR PICK	1,342.62					M SUPPLIES-SNOW RE	10.70.225.15.5634
1994	02/29/24	CREDIT VOUCHER AMZN MKTP	45.53CR					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	LUNCH - CURT W., MAYOR,	67.90					M MEETING EXPENSE	10.20.001.38.5803
1994	02/29/24	DE-ICER FOR TRUCKS	11.97					M VEHICLE MAINTENA	90.70.802.14.5541
1994	02/29/24	UPGRADE CITY HALL KNOX B	893.00					M MISCELLANEOUS EX	12.95.140.38.5989
1994	02/29/24	MILE MAINTENANCE OIL CHA	69.05					M VEHICLE MAINTENA	10.70.201.14.5541
1994	02/29/24	ANNUAL SUBSCRIPTION RENE	468.00					M MISCELLANEOUS EX	10.20.031.38.5989
1994	02/29/24	COFFEE STATION SUPPLIES	39.97					M BIRTHDAY PARTIES	65.60.417.08.8805
1994	02/29/24	COFFEE STATION SUPPLIES	77.90					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	RESTOCK THEATRICAL GAFF	121.75					M MAINTENANCE MATE	65.60.491.04.5009
1994	02/29/24	MARKER LIGHTS FOR DUMP T	85.58					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	SAND BAGS FOR PIPE REPAI	34.95					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	HOOKS FOR LEE CHEMICAL B	22.41					M MAINTENANCE MATE	90.70.802.04.5009
1994	02/29/24	KEYS FOR CITY HALL	82.50					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	DSIII TRAINING	150.00					M TRAINING COSTS	90.70.801.06.5259
1994	02/29/24	PAPER OFFICE SUPPLIES	9.99					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	XT 85 SKID LOADER HOOD D	89.60					M GROUNDS/LANDSCAP	61.60.458.14.5575
1994	02/29/24	EVAN BOOTS	55.00					M CLOTHING EXPENSE	61.60.458.38.5812
1994	02/29/24	PLASTIC FILE BINS TO SEC	39.13					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	IPP TRAINING CLASS (PASS	75.00					M TRAINING COSTS	90.70.802.06.5259
1994	02/29/24	DOOR CLOSERS FOR PUBLIC	297.90					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	FIRE ELECTRICAL TAPE	12.58					M MAINTENANCE MATE	10.50.301.04.5009
1994	02/29/24	SQUEEGEE FOR CCLR	19.79					M MAINTENANCE MATE	65.60.491.04.5009
1994	02/29/24	LAB SUPPLIES	405.07					M LAB SUPPLIES	90.70.802.04.5014
1994	02/29/24	PAINTING SUPPLIES FOR PD	58.05					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	STEP STOOLS FOR UPPER RE	35.63					M GENERAL SUPPLIES	65.60.491.04.5001
1994	02/29/24	PURCHASE OF CAMERA EQUIP	2,270.82					M MISCELLANEOUS EX	10.20.031.38.5989
1994	02/29/24	PURCHASE OF CAMERA EQUIP	2,270.82					M MISCELLANEOUS SU	67.20.061.04.5099
1994	02/29/24	BINDERS,TAB SHEETS, FOR	67.94					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	BINDERS,TAB SHEETS, FOR	67.93					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	LAMPS FOR FILING CABINET	75.12					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	TRANSPORTATION FROM AIRP	28.91					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	UNIFORM ITEMS FOR MATT	69.94					M CLOTHING EXPENSE	92.70.902.38.5812
1994	02/29/24	UNIFORM PANTS	63.76					M CLOTHING EXPENSE	92.70.902.38.5812
1994	02/29/24	WORK SHORTS.	24.99					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	PRINTER FOR NEW DISPATCH	373.20					M MISCELLANEOUS EX	12.95.140.38.5989
1994	02/29/24	PRINTER FOR FIRE STATION	381.07					- M MINOR EQUIPMENT	10.50.300.18.5601
1994	02/29/24	STORAGE BINS AND RECYCLE	59.51					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	REPLACEMENT KEYBOARD, SU	92.68					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	PARTS FOR FLUSH WATER VA	51.54					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	FLOOR MATS AND VISORS.	64.99					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	FLOOR MATS AND VISORS.	397.32					- M CAPITAL EQUIPMEN	50.70.201.36.7201
1994	02/29/24	SHEET PROTECTORS, TAB IN	52.05					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	PIPE FITTING	18.65					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	OFFICE SUPPLIES	47.25					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	OFFICE SUPPLIES	47.25					M GENERAL SUPPLIES	92.30.134.04.5001
1994	02/29/24	OFFICE SUPPLIES	47.26					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	CEILING FAN BOXES	29.64					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	MEAL WHILE IN TRAINING,	39.84					- M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	UNIFORM ITEM.	70.00					M CLOTHING EXPENSE	10.70.225.38.5812

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	SAMPLER TUBING.	387.90					M PRETREATMENT PRO	92.70.902.08.5388
1994	02/29/24	CREDIT VOUCHER AMZN MKTP	342.52CR					M MISCELLANEOUS EX	12.95.140.38.5989
1994	02/29/24	CALIBRATING INFLUENT AND	300.94					M WWTR PLANT MAINT	92.70.902.14.5534
1994	02/29/24	MONORAIL TRANSPORTATION	37.00					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	CLOCKS AND SUPPLIES FOR	97.56					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	STIR PLATE WITH HEATING	547.77					M LAB SUPPLIES	92.70.902.04.5014
1994	02/29/24	BUNKER GEAR REPAIR	332.80					M PROTECTIVE CLOTH	10.50.301.38.5813
1994	02/29/24	FIRST AID KIT FOR CEMETE	49.99					M RSVP GRANT	65.60.491.04.5064
1994	02/29/24	CREDIT VOUCHER MENARDS 3	79.98CR					M CLOTHING EXPENSE	61.60.458.38.5812
1994	02/29/24	UNIFORMS AND EQUIPMENT F	683.75					M SWAT TEAM SUPPLI	10.40.501.04.5050
1994	02/29/24	WIRE, VENT COVERS FOR SH	271.48					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	BOOTS - CAMPBELL, LAUGHLI	779.85					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	TRUCK LIGHTS	433.77					M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	TRUCK LIGHTS	433.77					M VEHICLE MAINTENA	92.70.901.14.5541
1994	02/29/24	CREDIT VOUCHER LOWES #01	86.99CR					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	CREDIT VOUCHER LOWES #01	47.37CR					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	OFFICE SUPPLIES- AMAZON,	33.23					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	OFFICE SUPPLIES- AMAZON,	33.22					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	BASES FOR TEMP SIGNS AND	135.98					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	OFFICE SUPPLIES	20.58					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	OFFICE SUPPLIES	20.58					M GENERAL SUPPLIES	92.30.134.04.5001
1994	02/29/24	OFFICE SUPPLIES	20.59					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	REFUND FOR CHARGING TAX.	43.37CR					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	PARTS FOR PRV VALVE IN S	28.74					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	SHOP SUPPLIES	9.99					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	BACK GROUND CHECKS.	450.00					M CRIMINAL HISTORY	10.2474
1994	02/29/24	BACK GROUND CHECKS.	9.25					M CRIMINAL HISTORY	10.2474
1994	02/29/24	OFFICE SUPPLIES	6.61					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	OFFICE SUPPLIES	6.61					M GENERAL SUPPLIES	92.30.134.04.5001
1994	02/29/24	OFFICE SUPPLIES	6.60					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	WORK PANTS	99.97					M CLOTHING EXPENSE	61.60.458.38.5812
1994	02/29/24	VENTS	43.37					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	NEW BATTERY FOR TRUCK	178.52					M MISCELLANEOUS EX	73.70.226.38.5989
1994	02/29/24	SCANNER POWER CORDS.	23.98					M MINOR COMPUTER E	10.90.132.18.5605
1994	02/29/24	PRINTER FOR NEW DISPATCH	342.52					M MISCELLANEOUS EX	12.95.140.38.5989
1994	02/29/24	CREDIT VOUCHER OREILLY 1	22.00CR					M MISCELLANEOUS EX	73.70.226.38.5989
1994	02/29/24	TEMPORARY MAILBOXES.	79.92					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	TEMPORARY MAILBOXES.	86.99					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	GREASE FOR EQUIPMENT	200.00					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	GREASE FOR EQUIPMENT	44.95					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	VENTS	39.84					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	AMAZON CHARGED US INCORR	45.53					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	MILWAUKEE CUT SAW , BLAD	139.08					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	MILWAUKEE CUT SAW , BLAD	139.08					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	MILWAUKEE CUT SAW , BLAD	660.99					M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	MILWAUKEE CUT SAW , BLAD	660.98					M SMALL TOOLS	90.70.801.04.5018
1994	02/29/24	WELDED SOCKETS FOR FOUNT	31.99					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CDL PERMIT FOR PATRICK	41.87					M TRAINING COSTS	90.70.801.06.5259
1994	02/29/24	BOOTS FOR GLEN	161.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	NACHO CHEESE MACHINES	400.00					M CONCESSION	61.60.458.04.5007

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	RECORDS COLOR CODING	18.89					M GENERAL SUPPLIES	10.20.021.04.5001
1994	02/29/24	EVAN PANTS - RETURNED	79.98					M CLOTHING EXPENSE	61.60.458.38.5812
1994	02/29/24	FURNACE FILTERS.	71.94					M BUILDING MAINTEN	10.70.225.14.5571
1994	02/29/24	LIGHTS AND EXTERNAL HARD	229.98					M MISCELLANEOUS SU	67.20.061.04.5099
1994	02/29/24	WORK BOOTS	195.49					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	CABLE TIES, ADJ.WRENCH,	48.98					M SMALL TOOLS	90.70.801.04.5018
1994	02/29/24	CABLE TIES, ADJ.WRENCH,	48.98					M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	DRILL AND IMPACT DRIVER.	299.00					M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	GEAR OIL FOR TRACTOR	212.90					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	MALWAREBYTES SOFTWARE	49.99					M MINOR SOFTWARE	10.90.132.18.5603
1994	02/29/24	BACKHOE REPAIR	894.33					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	ALL WEATHER WINDSHIELD F	12.98					M VEHICLE MAINTENA	10.60.482.14.5541
1994	02/29/24	SHADE TREE ROOM DEVIN	111.80					M TRAINING TRAVEL	61.60.458.06.5210
1994	02/29/24	JACKSON PROTECTIVE CLOTH	179.99					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	WORK SHIRTS	99.96					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	CLINT- BOOTS	244.95					M PROTECTIVE CLOTH	92.70.902.38.5813
1994	02/29/24	PROTECTIVE GEAR FOR COLB	110.00					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	GRABBERS FOR MOWING CREW	17.98					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	TRASH PUMP REPAIR	44.20					M MISC EQUIPMENT M	90.70.801.14.5559
1994	02/29/24	TRASH PUMP REPAIR	44.20					M MISC EQUIPMENT M	92.70.901.14.5559
1994	02/29/24	MPRA REGISTRATION	430.00					M TRAINING COSTS	65.60.491.06.5259
1994	02/29/24	BOOTS FOR JOHNATHAN	195.49					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	SHADE TREE ROOM	111.80					M LANDSCAPING	52.60.420.14.5583
1994	02/29/24	GENERAL SUPPLIES	138.38					M MAINTENANCE MATE	65.60.491.04.5009
1994	02/29/24	WINDSHIELD WASHER FLUID	6.49					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	TOOLBOX FOR SAMPLE TRUCK	24.98					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	LAP TOP TO RUN VINYL CUT	349.99					M STREET SIGNS	50.75.607.14.5641
1994	02/29/24	LAG SCREWS FOR TRASH CAN	0.98					M MAINTENANCE MATE	60.60.420.04.5009
1994	02/29/24	CREDIT VOUCHER MENARDS 3	15.24CR					M BUILDING MAINTEN	61.60.458.14.5571
1994	02/29/24	BACKGROUND CHECKS.	450.00					- M CRIMINAL HISTORY	10.2474
1994	02/29/24	BACKGROUND CHECKS.	9.25					- M MISCELLANEOUS FE	10.30.130.08.5399
1994	02/29/24	GATOR AND ZERO TURN REPA	282.15					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	UTILITY TOOLS , UNIFORM	119.99					M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	UTILITY TOOLS , UNIFORM	119.99					M SMALL TOOLS	90.70.801.04.5018
1994	02/29/24	UTILITY TOOLS , UNIFORM	59.99					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	UTILITY TOOLS , UNIFORM	60.00					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	BOOTS-SERNA	209.20					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	SHOP SUPPLIES	28.99					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	1445 HYDRAULIC REPAIR	179.77					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	AIR LINE FITTINGS FOR TR	31.00					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	TOOLS	67.23					M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	TOOLS	67.23					M SMALL TOOLS	90.70.801.04.5018
1994	02/29/24	NORRIS DUTY BOOTS 2024	200.00					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	CLOTHING FOR JOHNATHAN	79.97					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	KEN CLOTHES	79.98					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	DRINKING FOUNTAIN FILTER	52.50					M BUILDING MAINTEN	90.70.801.14.5571
1994	02/29/24	DRINKING FOUNTAIN FILTER	52.50					M BUILDING MAINTEN	92.70.901.14.5571
1994	02/29/24	BOOTS-MILBURN	235.60					M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	BLOWER REPAIRS	1,261.75					M WWTR PLANT MAINT	92.70.902.14.5534
1994	02/29/24	HAT'S.	58.00					M CLOTHING EXPENSE	10.70.225.38.5812

VENDOR NAME AND NUMBER									
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	UNIFORM CLOTHING	151.39					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	JOEL JEAN ALLOWANCE	102.63					M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	STREET SIGNS, AND GLOVES	30.00					M STREET SIGNS	50.75.607.14.5641
1994	02/29/24	STREET SIGNS, AND GLOVES	25.80					M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	OFFICER BLEDSOE'S BOOTS	135.46				-	M CLOTHING EXPENSE	10.40.500.38.5812
1994	02/29/24	FIRE FUNERAL FLOWERS	100.00					M GENERAL SUPPLIES	10.50.300.04.5001
1994	02/29/24	FOLDERS FOR COURT	77.27					M GENERAL SUPPLIES	10.20.131.04.5001
1994	02/29/24	WILSHIRE TRASH CAN REPAIR	44.94					M MAINTENANCE MATERIAL	60.60.420.04.5009
1994	02/29/24	DELTA+EXPEDIA PACKAGE	581.20					M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	MOCIC ANNUAL DUES	200.00					M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	DRINKING FOUNTAIN WATER	52.50					M BUILDING MAINTENANCE	90.70.801.14.5571
1994	02/29/24	DRINKING FOUNTAIN WATER	52.50					M BUILDING MAINTENANCE	92.70.901.14.5571
1994	02/29/24	NAWLEE MEMBERSHIP DUES	100.00					M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	FIRE #605 CHAIN	15.76					M VEHICLE SUPPLIES	10.50.301.04.5006
1994	02/29/24	ANNUAL MEMBERSHIP MAKE M	500.00					M MAKE MUSIC DAY-S	67.20.061.04.5072
1994	02/29/24	REPLACEMENT DRYER PART	23.41				-	M MISC EQUIPMENT M	10.50.301.14.5559
1994	02/29/24	KEYS FOR ELEVATOR AND 3R	23.50					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	AUDIO AMP FOR BUILDING P	253.00					M MINOR EQUIPMENT	10.90.132.18.5601
1994	02/29/24	160.00 OVER PAYMENT	160.00CR					M REGISTRATION FEE	60.60.420.06.5251
1994	02/29/24	ICE MAKER WATER FILTER	13.84					M BUILDING MAINTENANCE	90.70.801.14.5571
1994	02/29/24	ICE MAKER WATER FILTER	13.84					M BUILDING MAINTENANCE	92.70.901.14.5571
1994	02/29/24	TOOLS FOR UTILITY LOCATI	40.47					M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	CLEANING SUPPLIES FOR CI	72.40					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	PORTABLE TORCH	59.99					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	602 FO2	385.00					M TRAINING COSTS	10.50.315.06.5259
1994	02/29/24	SAFETY GLASSES	47.88					M MISCELLANEOUS EX	61.60.458.38.5989
1994	02/29/24	WWTP GLOVES	393.07					M LAB SUPPLIES	92.70.902.04.5014
1994	02/29/24	WATER	65.60					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	WATER	65.60					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	FBI LEEDA ANNUAL DUES	50.00					M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	TRAINING CLASS	154.65					M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	METER INSULATION FREEZE	14.99					M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	CODY M WORK BOOTS	215.95					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	DELTA+EXPEDIA PACKAGE	340.97					M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	HEADPHONES FOR LAPTOP TO	287.98					M MINOR PURCHASE	10.20.131.18.5601
1994	02/29/24	REPLACEMENT RO FILTERS F	89.99					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	MPRA FACILITY TOUR AT ST	35.00					M REGISTRATION FEE	60.60.415.06.5251
1994	02/29/24	AIR PRESSURE GAUGE FOR T	45.10					M VEHICLE MAINTENANCE	10.70.225.14.5541
1994	02/29/24	AIR BRAKE PARTS FOR TRUC	5.62					M VEHICLE MAINTENANCE	10.70.225.14.5541
1994	02/29/24	BEST LOCK KEYS	99.30					M MAINTENANCE SUPP	92.70.902.04.5009
1994	02/29/24	TRUCK 119 - FUEL FILTER,	35.17					M VEHICLE MAINTENANCE	90.70.801.14.5541
1994	02/29/24	TRUCK 119 - FUEL FILTER,	35.17					M VEHICLE MAINTENANCE	92.70.901.14.5541
1994	02/29/24	AWWA MEMBRANE TECHNOLOGY	865.00					M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	CDL CLASS FOR CLASS A.	199.00					M MISCELLANEOUS EX	10.70.225.38.5989
1994	02/29/24	BOLTS	7.50					M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	2024 CALENDARS	25.00					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	PARTS FOR FLUSH VALVE RE	59.10					M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	5GAL CAN FOR KEROSENE.	29.97					M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	FIRE SALES TAX CREDIT	7.74CR					M GENERAL SUPPLIES	10.50.300.04.5001
1994	02/29/24	UNIFORM ITEM.	89.99					M CLOTHING EXPENSE	10.70.225.38.5812

VENDOR NAME AND NUMBER											
CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F	9	S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674									
1994	02/29/24	FIRE DRYER VENT	31.50							M MAINTENANCE MATE	10.50.301.04.5009
1994	02/29/24	BRIAN PROTECTIVE	153.75							M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	FIRE WASHER FLUID	12.98							M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	IT CAR BATTERY	148.99							M VEHICLE MAINTENA	10.90.132.14.5541
1994	02/29/24	MUCK BOOTS FOR ANTHONY	99.99							M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	HEAT TAPE FOR PIPE FREEZ	90.23							M BUILDING MAINTEN	92.70.902.14.5571
1994	02/29/24	ANNUAL CLOTHING ALLOWANC	147.49							M CLOTHING EXPENSE	10.70.221.38.5812
1994	02/29/24	KEYS FOR CITY HALL	97.00							M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	BRYCE PROTECTIVE	29.99							M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	REPLACEMENT PRV FOR SLUD	185.02							M WATER PLANT MAIN	90.70.802.14.5534
1994	02/29/24	BACKHOE REPAIR	164.01							M MISC EQUIPMENT M	60.60.420.14.5559
1994	02/29/24	STARTING FLUID.	3.40							M VEHICLE MAINTENA	92.70.901.14.5541
1994	02/29/24	STARTING FLUID.	3.39							M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	FUEL ADDITIVE FOR DIESEL	89.94							M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	KEROSENE FOR SHOP HEATER	54.49							M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	BIRTHDAY CARDS FOR RSVP	25.73							M RSVP GRANT	65.60.491.04.5064
1994	02/29/24	MISSOURI PARKS AND RECRE	430.00							M REGISTRATION FEE	60.60.415.06.5251
1994	02/29/24	2024 MEMBERSHIP DUES	125.00							M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	WORK BOOTS.	259.90							M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	AWWA MEMBERSHIP RENEWAL.	79.00							M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	WELL HOUSE HEATERS	186.42							M WELLFIELD MAINT	90.70.802.14.5535
1994	02/29/24	PINS FOR SNOW PLOW.	5.94							M MINOR EQUIPMENT	10.70.225.18.5601
1994	02/29/24	IPP TRAINING BOOKS	447.00							M TRAINING COSTS	92.70.902.06.5259
1994	02/29/24	REGISTRATION AND LICENSI	107.35							M VEHICLE MAINTENA	10.40.501.14.5541
1994	02/29/24	2 CYCLE OIL FOR MIXED GA	41.97							M MAINS & LINES MA	90.70.801.14.5532
1994	02/29/24	VERIZON CONNECT	38.00							M INTERNET SERVICE	10.90.132.08.5304
1994	02/29/24	KEROSENE FOR SHOP HEATER	10.90							M GENERAL SUPPLIES	10.70.225.04.5001
1994	02/29/24	WINTER STOCKING HAT	19.99							M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	FIRE FUEL SYSTEMS ANTIGE	77.96							M VEHICLE MAINTENA	10.50.301.14.5541
1994	02/29/24	CIU COLOR PRINTER - YELL	64.90							M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	CREDIT VOUCHER OREILLY 1	160.51CR							M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	WORK BOOTS.	169.95							M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	FBINAA MEMBERSHIP FOR CH	125.00							M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	SHOP SUPPLIES	68.08							M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	NTOA DRONE WEBINAR CAPT.	25.00							M REGISTRATION FEE	10.40.500.06.5251
1994	02/29/24	NEW GATOR SEATS	463.96							M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	SPACE HEATER FOR OFFICE	29.68							M OTHER	10.25.011.38.5989
1994	02/29/24	WORK BOOTS.	349.90							M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	WORK BOOTS.	179.95							M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	FOUNTAIN BLUFF AIR COMPR	87.37							M BUILDING IMPROVE	61.60.458.36.7402
1994	02/29/24	PAINT AND SUPPLIES FOR 3	292.08							M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	WORK BOOTS.	129.95							M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	SWIFFER DUSTERS	42.52							M MAINTENANCE MATE	65.60.491.04.5009
1994	02/29/24	CREDIT VOUCHER AMZN MKTP	141.76CR							M CLOTHING EXPENSE	60.60.420.38.5812
1994	02/29/24	SUPPLIES FOR NEW LOCATIO	283.85							M MEMBERSHIP DUES	10.40.500.38.5811
1994	02/29/24	PETTY CASH LOG BOOK FOR	12.94							M GENERAL SUPPLIES	10.20.131.04.5001
1994	02/29/24	PD DISPATCH DOOR REPAIR	23.74							M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CLASS REGISTRATION FOR S	495.00							M REGISTRATION FEE	10.40.500.06.5251
1994	02/29/24	SHOP SUPPLIES	11.99							M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	CHARGING CORDS FOR HOLST	13.71							M MINOR EQUIPMENT	10.40.500.18.5601

VENDOR NAME AND NUMBER

CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER		007674							
1994	02/29/24	GARY WORK BOOTS	79.95					M PROTECTIVE CLOTH	90.70.801.38.5813
1994	02/29/24	GARY WORK BOOTS	79.95					M PROTECTIVE CLOTH	92.70.901.38.5813
1994	02/29/24	BINDERS AND DIVIDERS	30.42					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	CODY WORK PANTS	39.99					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	FOUNTAIN BLUFF EQUIPMENT	494.12					M MISC EQUIPMENT M	61.60.458.14.5559
1994	02/29/24	LODGING FOR DET. BODENHA	636.65					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	CREDIT VOUCHER AMZN MKTP	60.59CR					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	FRAMES FOR FIELD PHOTOS.	169.96					M MISCELLANEOUS FE	61.60.458.08.5399
1994	02/29/24	TIRES FOR BOBCAT	799.95					M RECREATION SUPPL	61.60.458.04.5004
1994	02/29/24	TRUCK CLEANING SUPPLIES	97.91					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	MAILBOX'S FOR NEW DISPAT	179.99					M MINOR EQUIPMENT	10.40.500.18.5601
1994	02/29/24	OFFICE SUPPLIES.	43.26					M GENERAL SUPPLIES	10.90.132.04.5001
1994	02/29/24	SHOP BREAKER UPSTAIRS LI	24.89					M BUILDING MAINTEN	60.60.420.14.5571
1994	02/29/24	CLOTHING BUDGET	92.49					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	UNIFORM ITEM.	49.50					M CLOTHING EXPENSE	10.70.225.38.5812
1994	02/29/24	NEW BULLETIN BOARDS FOR	165.99					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	PARTS THAT GET RETURNED.	160.51					M VEHICLE MAINTENA	10.70.225.14.5541
1994	02/29/24	COLORED PAPER AND FOLDER	63.09					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	PROTECTIVE CLOTHING, COA	116.67					M PROTECTIVE CLOTH	92.70.902.38.5813
1994	02/29/24	ANDREW CLOTHING	114.98					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	PROTECTIVE CLOTHING, WIN	31.98					M PROTECTIVE CLOTH	92.70.902.38.5813
1994	02/29/24	BREAKS FOR TRUCK #403	933.45					M VEHICLE MAINTENA	90.70.801.14.5541
1994	02/29/24	LODGING FOR SGT. CHILDS	636.65					M TRAINING TRAVEL	10.40.500.06.5210
1994	02/29/24	COLD WEATHER CLOTHING	121.37					M PROTECTIVE CLOTH	92.70.902.38.5813
1994	02/29/24	LAB SUPPLIES	739.18					M LAB SUPPLIES	90.70.802.04.5014
1994	02/29/24	OFFICE AV EQUIP	73.16					M MAINT-OFFICE EQU	10.90.132.14.5551
1994	02/29/24	LIBERTY COMMUNITY CENTER	28.95					M MISCELLANEOUS FE	65.60.491.08.5399
1994	02/29/24	OFFICE SUPPLIES	14.49					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	OFFICE SUPPLIES	14.49					M GENERAL SUPPLIES	92.70.901.04.5001
1994	02/29/24	MARSHALL CLOTHING / SHIR	89.97					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	TRAVIS CLOTHING	114.98					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	KEYS	55.50					M GENERAL SUPPLIES	90.70.801.04.5001
1994	02/29/24	PRINTS OF FIELD PHOTOS F	58.74					M MISCELLANEOUS FE	61.60.458.08.5399
1994	02/29/24	MARSHALL CLOTHING / SHIR	69.97					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	COMMERCIAL BUILDING INSP	69.00				-	M REGISTRATION FEE	10.80.153.06.5251
1994	02/29/24	CIU COLOR PRINTER - BLK,	208.19					M GENERAL SUPPLIES	10.40.500.04.5001
1994	02/29/24	UNIFORM CLOTHING PANTS	68.94					M CLOTHING EXPENSE	92.70.901.38.5812
1994	02/29/24	UNIFORM CLOTHING PANTS	68.94					M CLOTHING EXPENSE	90.70.801.38.5812
1994	02/29/24	OFFICE SUPPLIES	114.85					M GENERAL SUPPLIES	10.90.132.04.5001
1994	02/29/24	SAW BLADES AND GRINDER B	118.86					M SMALL TOOLS	92.70.901.04.5018
1994	02/29/24	OFFICE SUPPLIES - LAPTOP	82.48					M GENERAL SUPPLIES	10.30.130.04.5001
1994	02/29/24	OFFICE SUPPLIES - LAPTOP	82.48					M GENERAL SUPPLIES	90.30.133.04.5001
1994	02/29/24	COUNCIL CHAMBERS CEILING	8.98					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	COUNCIL CHAMBERS CEILING	11.88					M FACILITIES MAINT	10.70.221.14.5572
1994	02/29/24	DSIII TRAINING	90.00					M TRAINING COSTS	90.70.801.06.5259
1994	02/29/24	NEW COFFEE SUPPLIES FOR	89.46					M GENERAL SUPPLIES	61.60.458.04.5001
1994	02/29/24	LIFT RENTAL	165.00					M HOMETOWN HOLIDAY	67.20.061.38.5809
1994	02/29/24	STATE FLUORIDE SAMPLE SH	12.67					M GENERAL SUPPLIES	90.70.802.04.5001
1994	02/29/24	PAPER GOODS FOR CATERING	11.41					M MEETING EXPENSE	60.60.415.38.5803
1994	02/29/24	MUCK BOOTS.	74.99					M PROTECTIVE CLOTH	10.70.225.38.5813

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER				007674							
	1994	02/29/24		AWS WORKED ON SERVER FOR	4,405.00					M SOFTWARE MAINTEN	92.70.902.14.5591
	1994	02/29/24		OFFICE SUPPLIES -COFFEE	26.13					M GENERAL SUPPLIES	10.30.130.04.5001
	1994	02/29/24		OFFICE SUPPLIES -COFFEE	26.13					M GENERAL SUPPLIES	90.30.133.04.5001
	1994	02/29/24		PVC PARTS FOR JUMPER, CO	4.08					M MAINS & LINES MA	90.70.801.14.5532
	1994	02/29/24		PVC PARTS FOR JUMPER, CO	29.04					M GENERAL SUPPLIES	90.70.801.04.5001
	1994	02/29/24		GARAGE DOOR OPENER REMOT	34.98					M BUILDING MAINTEN	10.70.225.14.5571
	1994	02/29/24		FILTERS FOR DITCH PUMP S	49.98					M MAINS & LINES MA	90.70.801.14.5532
	1994	02/29/24		ELECTRIC CABLE FOR NEW C	220.86					M BUILDING IMPROVE	61.60.458.36.7402
	1994	02/29/24		FIRE OFFICE SUPPLIES	31.76					M GENERAL SUPPLIES	10.50.300.04.5001
	1994	02/29/24		RENEWAL OF CAFE CALL FOR	60.00					M GRANT SUPPLIES	67.20.061.04.5054
	1994	02/29/24		SHOT SHOW 2024 - FLIGHT	1,618.26					M TRAINING TRAVEL	10.40.500.06.5210
	1994	02/29/24		SHOT SHOW 2024 REGISTRAT	80.00					M REGISTRATION FEE	10.40.500.06.5251
	1994	02/29/24		FIRE TRUFUEL	73.68					M MISC EQUIPMENT M	10.50.301.14.5559
	1994	02/29/24		MULTIMETER	54.98					M MINOR EQUIPMENT	10.50.301.18.5601
	1994	02/29/24		SANDWICHES AND PAPER GOO	91.98					M MEETING EXPENSE	60.60.415.38.5803
	1994	02/29/24		2024 NTOA DUES FOR SWAT	450.00					M MEMBERSHIP DUES	10.40.500.38.5811
	1994	02/29/24		TOOK JE DUNN OUT TO LUNC	76.92					M MEETING EXPENSE	10.70.201.38.5803
	1994	02/29/24		FIRE FUNERAL FLOWERS	107.74					M GENERAL SUPPLIES	10.50.300.04.5001
	1994	02/29/24		COFFEE FOR NEW REC CENTE	23.95					M MEETING EXPENSE	60.60.415.38.5803
	1994	02/29/24		COVERALLS	92.38					M CLOTHING EXPENSE	60.60.420.38.5812
	1994	02/29/24		CHRISTINE 25TH ANNIVERSA	14.64					M MEETING EXPENSE	10.30.130.38.5803
	1994	02/29/24		CHRISTINE 25TH ANNIVERSA	14.64					M MEETING EXPENSE	90.30.133.38.5803
	1994	02/29/24		CHRISTINE 25TH ANNIVERSA	14.68					M MEETING EXPENSE	92.30.134.38.5803
	1994	02/29/24		BACKHOE TIRES	1,233.32					M MISC EQUIPMENT M	60.60.420.14.5559
	1994	02/29/24		FLASHLIGHTS	53.96					M SMALL TOOLS	92.70.901.04.5018
	1994	02/29/24		BATTERY FOR316	156.52					M VEHICLE MAINTENA	60.60.420.14.5541
	1994	02/29/24		GLEN CLOTHING	114.96					M CLOTHING EXPENSE	90.70.801.38.5812
	1994	02/29/24		SPARK PLUG , AIR FILTER	11.69					M MISC EQUIPMENT M	90.70.801.14.5559
	1994	02/29/24		SPARK PLUG , AIR FILTER	11.68					M MISC EQUIPMENT M	92.70.901.14.5559
	1994	02/29/24		SHOP SUPPLIES	11.10					M FACILITIES MAINT	10.70.221.14.5572
	1994	02/29/24		CREDIT VOUCHER FELDMANS	2.03CR					M PROTECTIVE CLOTH	92.70.901.38.5813
	1994	02/29/24		JACKSON CLOTHING	134.96					M CLOTHING EXPENSE	90.70.801.38.5812
	1994	02/29/24		EXPRESSWAY CERT	484.00					M INTERNET SERVICE	10.90.132.08.5304
	1994	02/29/24		BUTANE TORCH.	39.98					M MAINS & LINES MA	90.70.801.14.5532
	1994	02/29/24		MARSHALL PROTECTIVE / MU	149.99					M PROTECTIVE CLOTH	90.70.801.38.5813
	1994	02/29/24		TRUCK MATERIALS	7.49					M FACILITIES MAINT	10.70.221.14.5572
	1994	02/29/24		WELLNESS ROOM EQUIPMENT	272.93					M MINOR EQUIPMENT	92.70.901.18.5601
	1994	02/29/24		WELLNESS ROOM EQUIPMENT	272.92					M MINOR EQUIPMENT	90.70.801.18.5601
	1994	02/29/24		IACP OFFICER SAFETY AND	1,090.00					M REGISTRATION FEE	10.40.500.06.5251
	1994	02/29/24		FITNESS TRACKER INCENTI	596.90					M WELLNESS INITIAT	10.2149
	1994	02/29/24		BRIAN PROTECTIVE	49.99					M PROTECTIVE CLOTH	92.70.901.38.5813
	1994	02/29/24		DSIII TRAINING	90.00					M TRAINING COSTS	90.70.801.06.5259
	1994	02/29/24		MUCK BOOTS.	99.99					M PROTECTIVE CLOTH	10.70.225.38.5813
	1994	02/29/24		PARTS FOR METER JUMPERS	23.74					M MAINS & LINES MA	90.70.801.14.5532
	1994	02/29/24		BASEMENT DOOR STAINLESS	267.95					M FACILITIES MAINT	10.70.221.14.5572
	1994	02/29/24		FILTER WRENCHES AND TORX	85.10					M SMALL TOOLS	60.60.420.04.5018
	1994	02/29/24		UPDATED LABOR LAW POSTER	923.35					M OTHER	10.25.011.38.5989
	1994	02/29/24		CELL PHONE CHARGER	44.97					M MOBILE PHONES	10.90.132.12.5453
	1994	02/29/24		2X8 FOR TRUCKS #124 AND	52.72					M VEHICLE MAINTENA	90.70.801.14.5541
	1994	02/29/24		2X8 FOR TRUCKS #124 AND	14.28					M MAINS & LINES MA	90.70.801.14.5532

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
CARD CENTER				007674							
	1994	02/29/24		ELECTRICAL PARTS FOR SHO	213.46					M BUILDING MAINTEN	60.60.420.14.5571
	1994	02/29/24		OFFICE SUPPLIES	119.44					M GENERAL SUPPLIES	92.70.902.04.5001
	1994	02/29/24		NEW MARKER BOARD FOR PD	39.99					M GENERAL SUPPLIES	10.40.500.04.5001
	1994	02/29/24		ANDREW PAYNE CLOTHING AL	76.90					M CLOTHING EXPENSE	92.70.901.38.5812
	1994	02/29/24		OFFICE SUPPLIES	56.09					M GENERAL SUPPLIES	10.70.201.04.5001
	1994	02/29/24		OFFICE SUPPLIES	16.09					M GENERAL SUPPLIES	10.80.151.04.5001
	1994	02/29/24		WIRELESS MICE FOR USERS	99.95					M MINOR EQUIPMENT	10.90.132.18.5601
	1994	02/29/24		MASKING TAPE, BOTTLE JAC	67.12					M VEHICLE MAINTENA	10.70.225.14.5541
	1994	02/29/24		HELLO SIGN	20.00					M MISCELLANEOUS FE	65.60.491.08.5399
	1994	02/29/24		CLOTHING FOR NICHOLAS GR	259.99					M CLOTHING EXPENSE	90.70.801.38.5812
	1994	02/29/24		LAB FILTERS	507.83					M LAB SUPPLIES	92.70.902.04.5014
	1994	02/29/24		DEFECTIVE PRINTER THAT W	361.00					M MINOR COMPUTER E	10.90.132.18.5605
	1994	02/29/24		GARRETTS PROTECTIVE CLOT	464.76					M PROTECTIVE CLOTH	92.70.902.38.5813
	1994	02/29/24		ANNUAL IACP MEMBERSHIP D	240.00					M MEMBERSHIP DUES	10.40.500.38.5811
	1994	02/29/24		PC AWWA MEMBERSHIP RENEW	79.00					M MEMBERSHIP DUES	90.70.802.38.5811
	1994	02/29/24		SWAT WINTER CONFERENCE	900.00					M REGISTRATION FEE	10.40.500.06.5251
	1994	02/29/24		GARRETTS UNIFORM CLOTHIN	245.72					M CLOTHING EXPENSE	92.70.902.38.5812
	1994	02/29/24		FLOW LIGHT HOUSINGS.	672.00					M VEHICLE MAINTENA	10.70.225.14.5541
	1994	02/29/24		GLEN CLOTHING	49.98					M CLOTHING EXPENSE	90.70.801.38.5812
	1994	02/29/24		ERIC- FILE CABINET	129.99					M GENERAL SUPPLIES	92.70.902.04.5001
	1994	02/29/24		ALEX BOBADILLA PROTECTIV	42.50					M PROTECTIVE CLOTH	92.70.901.38.5813
	1994	02/29/24		EXTENSION CORD FOR WINTE	49.48					M GENERAL SUPPLIES	90.70.801.04.5001
	1994	02/29/24		LAPTOP CHARGER	24.00					M MINOR COMPUTER E	10.90.132.18.5605
	1994	02/29/24		NOTEBOOKS FOR MEETING NO	22.99					M GENERAL SUPPLIES	10.20.001.04.5001
	1994	02/29/24		NOTEBOOKS FOR MEETING NO	10.72					M GENERAL SUPPLIES	10.25.011.04.5001
	1994	02/29/24		TRAVIS CLOTHING	51.54					M CLOTHING EXPENSE	92.70.901.38.5812
	1994	02/29/24		LAB SUPPLIES	230.34					M LAB SUPPLIES	90.70.802.04.5014
	1994	02/29/24		GLEN PROTECTIVE	54.99					M PROTECTIVE CLOTH	90.70.801.38.5813
	1994	02/29/24		J. SPEAR CLOTHING 2024	30.06					M CLOTHING EXPENSE	10.70.221.38.5812
	1994	02/29/24		METER PIT INSULATION	14.99					M MAINS & LINES MA	90.70.801.14.5532
	1994	02/29/24		WIPER BLADES FOR MINI TR	36.02					M MAINTENANCE SUPP	92.70.902.04.5009
	1994	02/29/24		MARSHALL CLOTHING / PANT	95.26					M CLOTHING EXPENSE	90.70.801.38.5812
	1994	02/29/24		ANDREW PROTECTIVE (BOOTS	203.99					M PROTECTIVE CLOTH	92.70.901.38.5813
	1994	02/29/24		SPARK PLUGS FOR PUMPS	8.02					M MISC EQUIPMENT M	90.70.801.14.5559
	1994	02/29/24		3RD FLOOR SUPPLIES	132.79					M FACILITIES MAINT	10.70.221.14.5572
	1994	02/29/24		CELL PHONE CHARGER	53.94					M MOBILE PHONES	10.90.132.12.5453
	1994	02/29/24		TIRES FOR TRUCK 311	642.00					M RECREATION SUPPL	61.60.458.04.5004
	1994	02/29/24		LITTLE GIANT PUMP	49.99					M SMALL TOOLS	90.70.801.04.5018
	1994	02/29/24		LITTLE GIANT PUMP	49.98					M SMALL TOOLS	92.70.901.04.5018
	1994	02/29/24		OIL FOR TRASH PUMPS ON T	11.98					M MINOR EQUIPMENT	90.70.801.18.5601
	1994	02/29/24		MARSHALL PROTECTIVE / RA	99.99					M PROTECTIVE CLOTH	90.70.801.38.5813
	1994	02/29/24		PROTECTIVE GEAR FOR NICH	93.75					M PROTECTIVE CLOTH	90.70.801.38.5813
	1994	02/29/24		YEARLY BOOT ALLOWANCE.	100.00					M SAFETY EQUIPMENT	10.80.153.38.5832
	1994	02/29/24		4 BOXES OF 9X12 ENVELOPE	43.80					M PROPERTY ROOM SU	10.40.511.04.5052
	1994	02/29/24		CEILING FANS AND SUPPLIE	842.19					M MAINTENANCE MATE	60.60.420.04.5009
	1994	02/29/24		PD MEN'S LOCKER ROOM	6.97					M FACILITIES MAINT	10.70.221.14.5572
	1994	02/29/24		PATRICK PROTECTIVE	226.23					M PROTECTIVE CLOTH	90.70.801.38.5813
	1994	02/29/24		SHARPS CONTAINERS	27.74					M GENERAL SUPPLIES	65.60.491.04.5001
					125,591.35		*CHECK TOTAL				
				VENDOR TOTAL	125,591.35						

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
AMEREN MISSOURI 007206											
	1999	02/28/24		ELECTRIC SERVICE	49.00	046205	54334-08113		P - H	ELECTRIC	90.70.801.12.5401
	1999	02/28/24		ELECTRIC SERVICE	33.35	046206	29334-08115		P - H	ELECTRICITY-STRE	10.70.225.12.5405
	1999	02/28/24		ELECTRIC SERVICE	13.61	046207	48334-08115		P - H	EMERGENCY MGT MA	10.50.300.14.5553
					95.96	*CHECK TOTAL					
				VENDOR TOTAL	95.96						
BALLARD/CAROLYN .14699											
	183652	02/28/24		VOIDED CHECK	42.50CR	046208	212 0880 00 03		P - H	WATER REFUNDS	90.2495
BOND/NATHAN .14668											
	183363	02/28/24		VOIDED CHECK	70.24CR	046209	226 0145 00 09		P - H	WATER REFUNDS	90.2495
BYRD/ANTHONY .14658											
	183367	02/28/24		VOIDED CHECK	35.40CR	046210	212 0520 00 21		P - H	WATER REFUNDS	90.2495
EVERGY 008892											
	2002	02/28/24		ELECTRIC SERVICE	913.14	046211	JAN		P - H	ELECTRIC	10.20.051.12.5401
	2002	02/28/24		ELECTRIC SERVICE	1,254.98	046211	JAN		P - H	ELECTRIC	10.50.300.12.5401
	2002	02/28/24		ELECTRIC SERVICE	4,879.20	046211	JAN		P - H	ELECTRIC	10.70.221.12.5401
	2002	02/28/24		ELECTRIC SERVICE	917.10	046211	JAN		P - H	ELECTRIC	10.70.225.12.5401
	2002	02/28/24		ELECTRIC SERVICE	62,627.47	046211	JAN		P - H	ELECTRICITY-STRE	10.70.225.12.5405
	2002	02/28/24		ELECTRIC SERVICE	1,354.08	046211	JAN		P - H	ELECTRICITY-TRAF	10.70.225.12.5406
	2002	02/28/24		ELECTRIC SERVICE	23.97	046211	JAN		P - H	ELECTRIC	73.70.226.12.5401
	2002	02/28/24		ELECTRIC SERVICE	1,166.12	046211	JAN		P - H	ELECTRIC	60.60.420.12.5401
	2002	02/28/24		ELECTRIC SERVICE	3,137.39	046211	JAN		P - H	ELECTRIC	61.60.458.12.5401
	2002	02/28/24		ELECTRIC SERVICE	9,601.64	046211	JAN		P - H	ELECTRIC	65.60.491.12.5401
	2002	02/28/24		ELECTRIC SERVICE	23,848.70	046211	JAN		P - H	ELECTRIC	90.70.802.12.5401
	2002	02/28/24		ELECTRIC SERVICE	37,056.54	046211	JAN		P - H	ELECTRIC	92.70.902.12.5401
					146,780.33	*CHECK TOTAL					
				VENDOR TOTAL	146,780.33						
FP MAILING SOLUTIONS INC 004739											
	2001	02/28/24		POSTAGE	1,000.00	046212	126		P - H	POSTAGE	10.95.140.38.5808
HOLM/JEREMY .13549											
	173472	02/28/24		VOIDED CHECK	7.50CR	046213	207 0250 00 07		P - H	WATER REFUNDS	90.2495
SPIRE MISSOURI INC 005357											
	2000	02/28/24		GAS SERVICE	395.36	046214	JAN USAGE		P - H	NATURAL GAS	61.60.458.12.5421
	2000	02/28/24		GAS SERVICE	1,793.63	046214	JAN USAGE		P - H	NATURAL GAS	10.50.300.12.5421
	2000	02/28/24		GAS SERVICE	943.68	046214	JAN USAGE		P - H	NATURAL GAS	10.50.300.12.5421
	2000	02/28/24		GAS SERVICE	463.90	046214	JAN USAGE		P - H	NATURAL GAS	10.50.300.12.5421
	2000	02/28/24		GAS SERVICE	4,278.84	046214	JAN USAGE		P - H	NATURAL GAS	10.70.221.12.5421
	2000	02/28/24		GAS SERVICE	1,183.58	046214	JAN USAGE		P - H	NATURAL GAS	10.70.225.12.5421
	2000	02/28/24		GAS SERVICE	9,792.39	046214	JAN USAGE		P - H	NATURAL GAS	65.60.491.12.5421
	2000	02/28/24		GAS SERVICE	1,448.84	046214	JAN USAGE		P - H	NATURAL GAS	10.70.225.12.5421
	2000	02/28/24		GAS SERVICE	202.44	046214	JAN USAGE		P - H	NATURAL GAS	90.70.802.12.5421
	2000	02/28/24		GAS SERVICE	959.52	046214	JAN USAGE		P - H	NATURAL GAS	10.20.051.12.5421
	2000	02/28/24		GAS SERVICE	50.12	046214	JAN USAGE		P - H	NATURAL GAS	90.70.802.12.5421
	2000	02/28/24		GAS SERVICE	428.31	046214	JAN USAGE		P - H	NATURAL GAS	92.70.902.12.5421

Payments by Vendor

VENDOR NAME AND NUMBER		CHECK#	DATE	DESCRIPTION	AMOUNT	CLAIM	INVOICE	PO#	F 9 S	ACCOUNT NAME	ACCOUNT
SPIRE MISSOURI INC				005357							
	2000	02/28/24	GAS	SERVICE	428.31	046214	JAN USAGE		P - H	NATURAL GAS	92.70.901.12.5421
	2000	02/28/24	GAS	SERVICE	428.30	046214	JAN USAGE		P - H	NATURAL GAS	90.70.801.12.5421
	2000	02/28/24	GAS	SERVICE	1,051.57	046214	JAN USAGE		P - H	NATURAL GAS	60.60.420.12.5421
	2000	02/28/24	GAS	SERVICE	688.56	046214	JAN USAGE		P - H	NATURAL GAS	10.70.221.12.5421
	2000	02/28/24	GAS	SERVICE	561.64	046214	JAN USAGE		P - H	NATURAL GAS	10.70.221.12.5421
					25,098.99	*CHECK TOTAL					
				VENDOR TOTAL	25,098.99						
JMB BANK N A				004100							
	1995	02/28/24	WWT	SRF 2005C	1,250.24	046215	2/25/24		P - H	SRF 2005 INTERES	92.2502
	1995	02/28/24	WWT	SRF 2005C	35,000.00	046215	2/25/24		P - H	TRUSTEE SRF PRIN	92.1274
					36,250.24	*CHECK TOTAL					
	1996	02/28/24	SO	BONDS 2017-FIRE CONST	12,325.44	046216	LM17		P - H	INTEREST-CONSTRU	58.50.325.24.6013
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	225,000.00	046217	REF 2012		P - H	PRINCIPAL-GO BON	50.96.601.24.6001
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	139,860.00	046218	REF 2013		P - H	PRINCIPAL-GO BON	50.96.601.24.6001
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	280,140.00	046219	REF 2013		P - H	PRINCIPAL-GO BON	52.96.601.24.6001
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	29,150.00	046220	REF 2012		P - H	INTEREST-GO BOND	50.96.601.24.6011
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	18,714.60	046221	REF 2013		P - H	INTEREST-GO BOND	50.96.601.24.6011
	1997	02/28/24	LIB1	GO RFDF BDS SRS 21	37,485.40	046222	REF 2013		P - H	INTEREST-GO BOND	52.96.601.24.6011
					730,350.00	*CHECK TOTAL					
	1998	02/28/24	GO	BONDS SLP 2015	600,000.00	046223	LIB 5		P - H	PRINCIPAL-GO BON	56.96.601.24.6001
	1998	02/28/24	GO	BONDS SLP 2015	143,681.24	046223	LIB 5		P - H	INTEREST-GO BOND	56.96.601.24.6011
					743,681.24	*CHECK TOTAL					
				VENDOR TOTAL	1,522,606.92						



STAFF REPORT

Planning and Zoning Case 24-05FDP

Staff: Michael Peterman, City Planner

Date: February 26, 2024

GENERAL INFORMATION

Application: Final Development Plan for a 1,947 sq. ft. building at 1351 Route H with a variance request for reduced buffer adjacent to residential

Applicant: Scott Cuba
2121 Red Bridge Terrace
Kansas City, MO 64131

Owner: Stanley Cuba
1351 E County Road H
Liberty, MO 64068

Location: 1351 Route H

Site Acreage: 1 +/- ac

Building Area: 1,947 sq. ft. new building

Parking: Parking stalls: 8 stalls on site

Existing Land Use/Zoning: Vacant / M-1 "Light Industrial"

Future Land Use Map: Single Family Residential and Floodplain/Stormwater management

Surrounding Land Use / Zoning: North: Route H & Undeveloped / M-1 "Light Industrial"
South: Undeveloped / A "Agriculture" and Floodplain
East: Large Lot Single Family / A "Agriculture"
West: Commercial/warehouse building / M-1 "Light Industrial"

Public Notice: Legal Notice printed in Courier Tribune - January 25
Letter sent to property owners within 185 ft. on January 29
Sign Posted on site on January 29

File Date: January 5, 2024

PREVIOUS CASES / SITE HISTORY

P&Z Case 24-02FP – Final Plat for a 1 acre lot will be considered with this application.

APPLICANT'S PROPOSAL

Use

The proposal is for a 1,947 square foot building on 1 acre. The location is at 1351 Route H. The proposed building will be used as an insurance agency.

Variance Request

The applicant is requesting a variance to the Unified Development Ordinance (UDO) Section 30-97.5(1). The code states, “Where any commercial, industrial, or multi-family development abuts a single or two-family residential development, a buffer shall be provided with sufficient plant material and/ or open space to reduce the impact of a high intensity use on adjacent residential property. Such buffer shall either be a one hundred-foot landscaped open space corridor or a fifty-foot open space corridor and an earthen berm landscaped with evergreens and trees.”

The applicant is requesting that this requirement be lessened as it cannot be met on this existing lot. The proposed building is 23 feet from the property line and meets the setback of the zoning district. There is a public water and public sanitary sewer lines that run along the east side of the lot which prevents the planting of large landscaping. The zoning to the east is A "Agriculture". There is one existing home to the east. That home is approximately 200 feet from the property line. The applicants request is attached as **Exhibit E**.



Proposed site plan overlaid on aerial image from 2022.

Site Layout/Access

The existing site is 1 acre. Proposed is a 1 story, 1,947 square foot building. The proposed use is for an insurance office. There is one proposed access points from Route H. Current access to the site is from the neighboring property to the west. This project will not use that access point, a new drive will be created solely for this project.

There are 8 proposed parking stalls with one ADA designated stall per UDO Section 30-84.1. This meets the city code of 1 stall per 250 sq. ft. of building area, UDO Section 30-83.2

Building Design

The building addition is proposed as a single story building with an overall height of 20 feet above grade. The materials proposed include horizontal lap siding, stone veneer, cedar shutters and an asphalt shingle roof. There will be a single public entrance on the north side of the building facing the parking lot.

Landscape Plan

The applicant is proposing landscaping in accordance with Section 30-97.4 of the UDO. The project is proposing 3 new trees and 20 new shrubs to the existing site. No work is proposed in the floodplain area on the south portion of the lot, all vegetation is proposed to remain.

PUBLIC INFRASTRUCTURE

Sanitary Sewer

The site has a direct access connection to an 42" public sanitary sewer main on the east side and along the northern portion of the property.

Water

There is direct access to an existing 16" water main on Route H.

Streets

The site has access to fully improved Route H. The applicant will install sidewalks along the length of the property.

Stormwater

Stormwater runoff is proposed to be directed to Rush Creek to the south. The existing creek has the capacity to receive any increased storm water runoff from this site.

STAFF ANALYSIS

Staff analyzed this application in accordance with the Liberty *Unified Development Ordinance* (UDO), Section 30-27.8. All criteria must be satisfied in order for staff to recommend approval:

1. The plan substantially complies with the intent of the comprehensive plan;

Our Comprehensive Plan, *Leading Liberty Forward* (2023), lists goals and strategies that should be used to guide our community growth.

Goal 1, Strategy 1.2 states that the City should, "Align infrastructure improvements and future development and redevelopment opportunities as illustrated in the plan".

The Future Land Use Map designation in this area is Single family Residential. The new Comprehensive Plan designated this area as Single-family Residential based on the presence of an existing single-family home on this site at the time the plan was approved. That home has since been removed from the site, and as the property is currently zoned M-1 an office at this location is allowed by zoning. The use of this lot as a commercial office use is appropriate as it is adjacent to other commercial structures and is currently zoned M-1, "Light Industrial".

Staff believes the proposal conforms to the Future Land Use Map, Growth and Redevelopment Framework Map and Comprehensive Plan.

2. The plan complies with the provisions of this UDO;

Staff finds that the development plan application substantially conforms to the requirements set forth in the Unified Development Ordinance except for the variance request for a reduced buffer next to a residential structure.

3. The plan substantially complies with approved city development standards and policies.

The proposed plan complies with city development standards and policies.

STAFF RECOMMENDATION

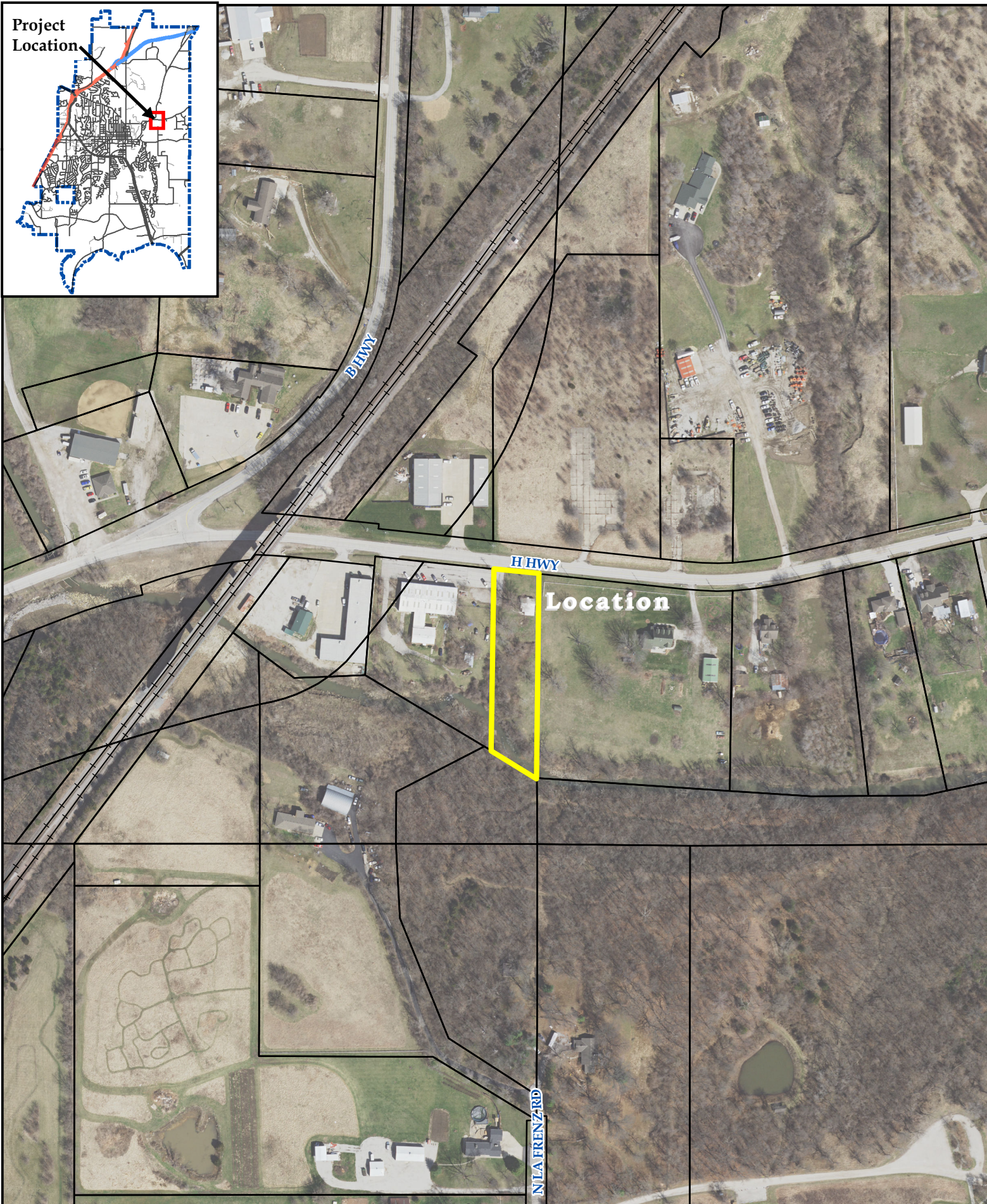
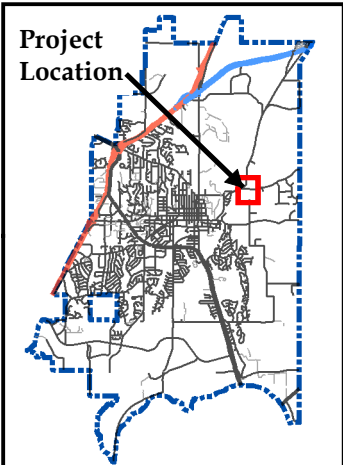
Staff finds this application meets the standards of review if the variance is approved for a Final Development Plan in Section 30-97.5 (1) of the UDO. Staff recommends approval of P&Z Case 24-05FDP.

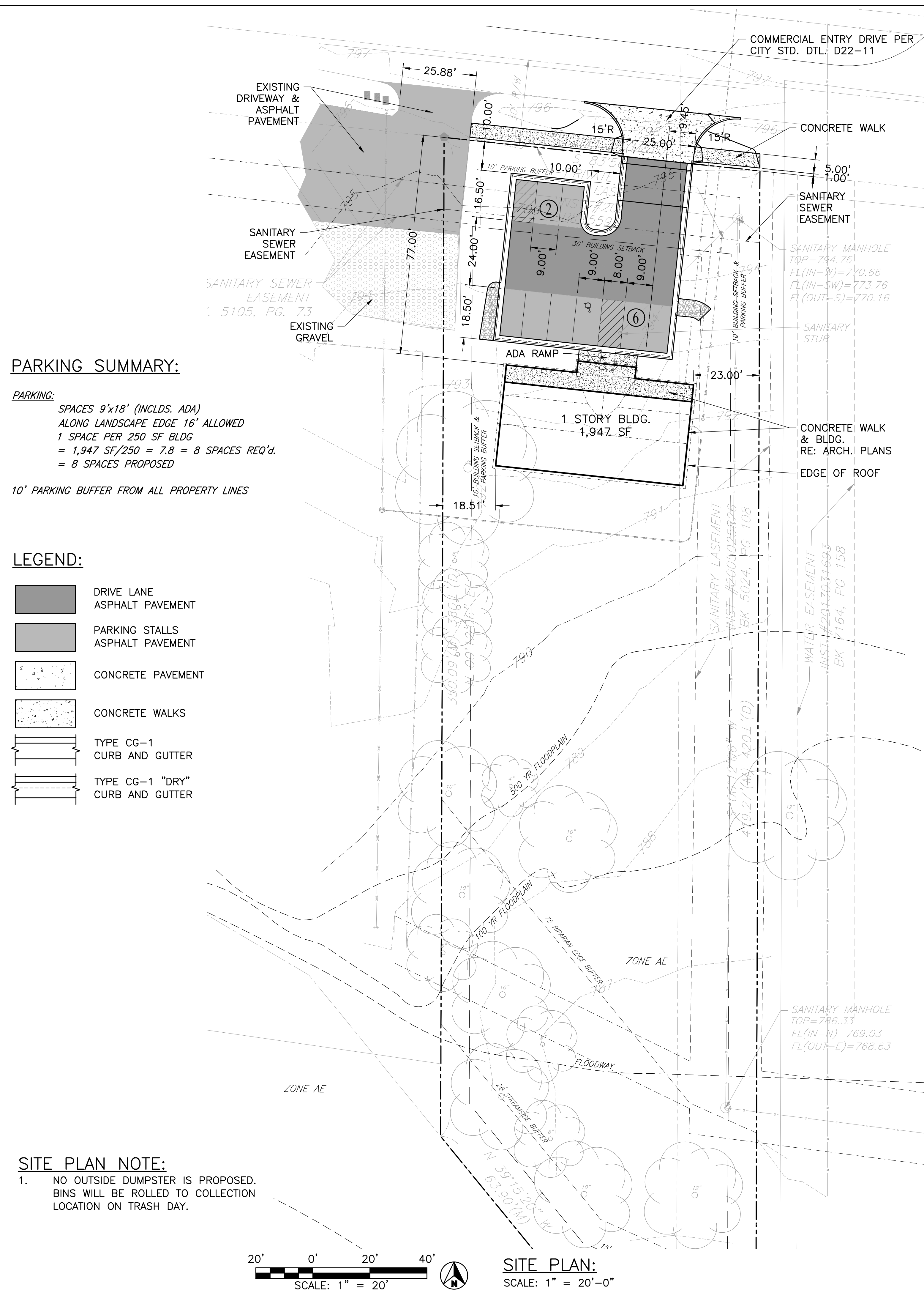
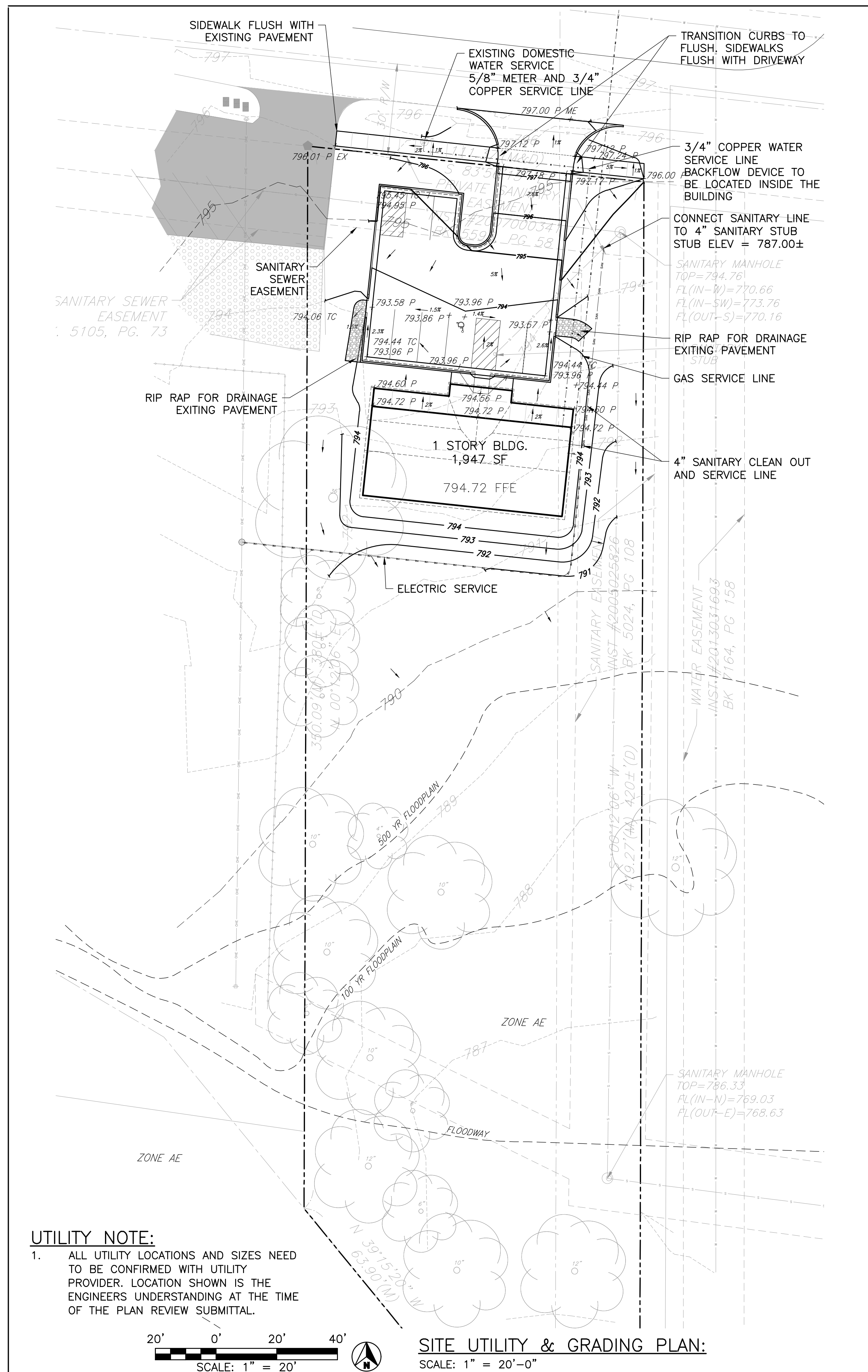
PZ RECOMMENDATION

At its February 13, 2024 meeting, the Planning Commission voted 6-0-0 to recommend approval with the requested variance of PZ Case 24-05FDP as presented in the staff report.

ATTACHMENTS

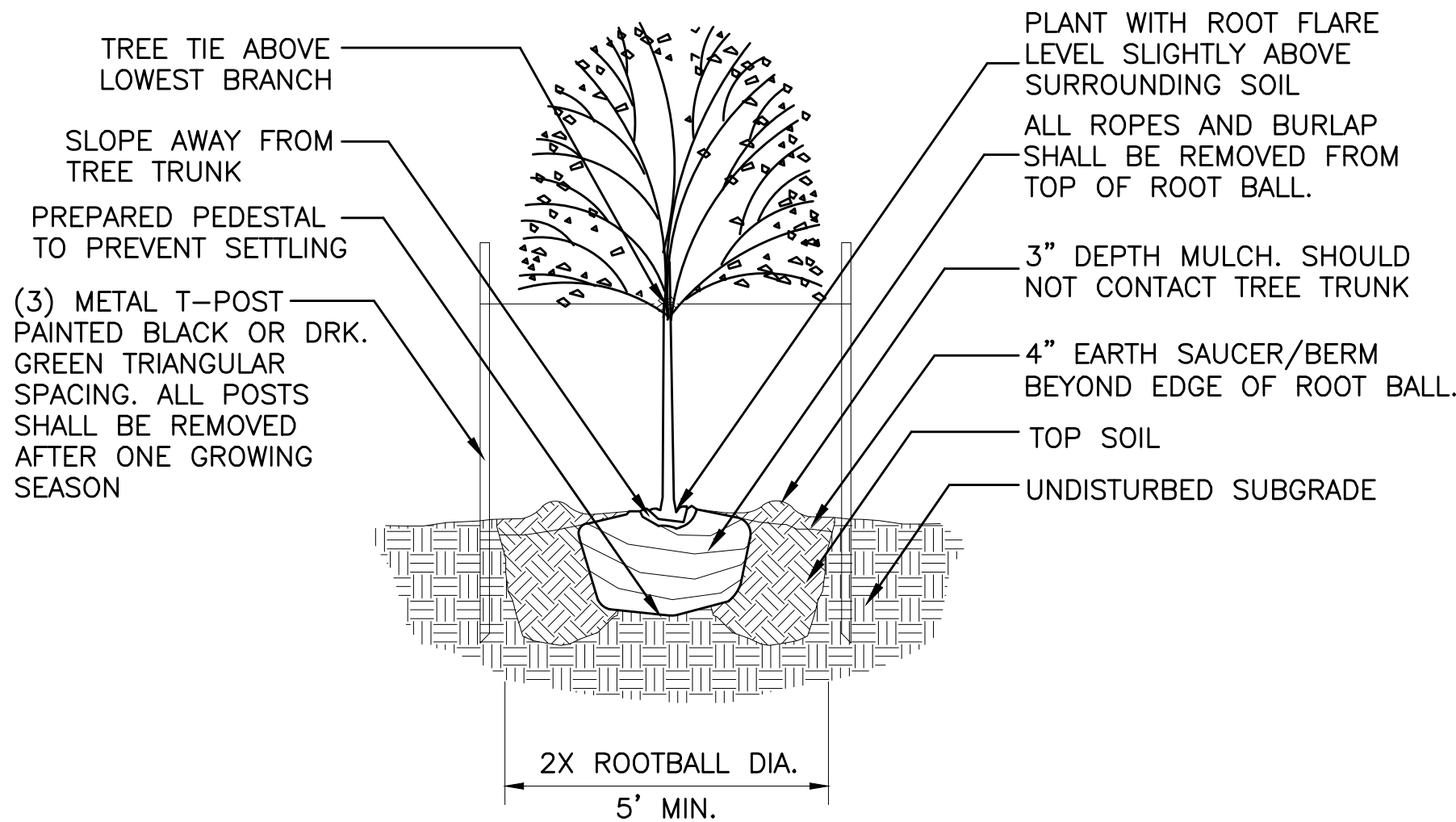
- Exhibit A: Vicinity Map
- Exhibit B: Site Plan
- Exhibit C: Landscape Plan
- Exhibit D: Building Elevations
- Exhibit E: Applicants Variance Request
- Exhibit F: Planning & Zoning meeting minutes excerpt
- Exhibit G: Resolution





LANDSCAPE NOTES:

- ALL LANDSCAPE MATERIALS A SHALL CONFORM TO ANY AHJ STANDARDS.
- ALL EXISTING VEGETATION SHALL BE MAINTAINED WHERE IT DOES NOT INTERFERE WITH THE PROPOSED IMPROVEMENTS OR NECESSARY EQUIPMENT OPERATIONS OR INDICATED FOR REMOVAL. EVERY EFFORT SHALL BE MADE TO PROTECT EXISTING VEGETATION AND STRUCTURES FROM DAMAGE.
- CONTRACTOR SHALL AT ALL TIMES PROTECT MATERIALS AND WORK AGAINST INJURY TO WORKERS AND THE PUBLIC.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH OTHER SITE RELATED TRADES.
- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHOWN SHALL BE CONSIDERED APPROXIMATE. THERE MAY BE OTHERS NOT SHOWN OR KNOWN. IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO DETERMINE OR VERIFY THE EXISTENCE AND EXACT LOCATION OF ALL UNDERGROUND ITEMS. CALL 1-800-DIG-RITE.
- IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO:
 - VERIFY ALL EXISTING AND PROPOSED FEATURES SHOWN ON THE DRAWINGS PRIOR TO INSTALLATION.
 - REPORT ANY/ALL DISCREPANCIES TO THE OWNER OR LANDSCAPE ARCHITECT IMMEDIATELY FOR REMEDIATION.
 - STAKE, FLAG OR ARRANGE CONTAINERS ON THE SURFACE FOR ALL PLANT LOCATIONS AND OBTAIN APPROVAL FROM THE OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIAL SHALL BE INSTALLED WITH THE SAME RELATIONSHIP TO GRADE AS GROWN.
- LEAVE TAGS ON REQUIRED PLANT MATERIAL FOR INSPECTION.
- ALL PLANTING BEDS ARE TO BE CULTIVATED TO A DEPTH OF 6" IMMEDIATELY PRIOR TO PLANTING.
- PLAN QUANTITIES TAKE PRECEDENT OVER PLANT SCHEDULE. IT SHALL BE THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES AND CONDITIONS PRIOR TO INSTALLATION.
- NO SUBSTITUTIONS SHALL BE ACCEPTED WITHOUT PRIOR APPROVAL FROM OWNER OR LANDSCAPE ARCHITECT.
- ALL DISTURBED AREAS NOT SHOWN AS PLANT MATERIAL AND ASSOCIATED MULCH ARE TO BE PLANTED WITH FESCUE SEED OR SOD.
- ALL SHRUB AREAS ABUTTING TURF SHALL HAVE STEEL EDGING.
- ALL TREES SHALL HAVE A 5' DIA. MULCH RING.
- ALL SHRUB AREAS AND TREE RINGS SHALL HAVE 3" DEEP HARDWOOD MULCH.
- ALL TURF AND GRASS AREAS SHALL HAVE MIN. 4" OF TOPSOIL.
- ALL PLANT MATERIAL MUST CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- NO IRRIGATION SYSTEM IS PROPOSED.
 - DURING SEASONAL HEAT AND DROUGHT TURF AREAS WILL BE ALLOWED TO GO DORMANT.
 - DURING PERIODS OF EXTREME HEAT AND DROUGHT SHRUBS AND TREES WILL BE MANUALLY WATERED TO INSURE THEIR SURVIVABILITY.

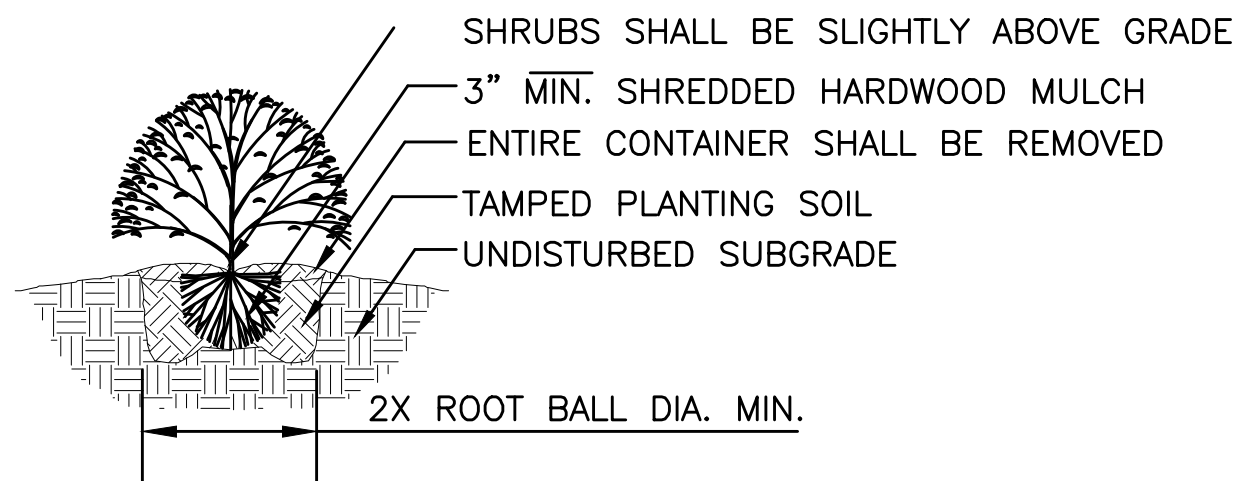


NOTES:

- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING

DECIDUOUS TREE PLANTING DETAIL

No Scale



NOTES:

- MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH ANLA STANDARDS
- PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
- MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
- SOAK GENEROUSLY TO COMPACT AND SETTLE

SHRUB PLANTING DETAIL

No Scale

LANDSCAPE CODE REQUIREMENT CALCULATIONS & NOTES:

PARKING (IN AND AROUND):

- 1 LARGE PER 10 PKG SPACES = 1 TREE REQ'd.
- = 1 TREE PROPOSED
- 1 SMALL PER 15 PKG SPACES = 0 TREES
- 1 SHRUB PER 2 PKG SPACES = 4 SHRUBS REQ'd.
- = 4 SHRUBS PROPOSED

LARGE TREES:

- FRONTAGE (PER CITY TREE GUIDE)
- 1 PER 50 LF = 111.37 LF = 2 TREES REQ'D.
- = 2 TREES PROPOSED

OPEN SPACES TREES:

- 1 LARGE PER EVERY 3,000 SF BLDG -OR- 2 SMALL
- = 0 TREES REQUIRED
- = 0 NEW TREES PROVIDED (SEE NOTE BELOW ABOUT EXISTING TREES)

OPEN SPACES SHRUBS:

- 1 SHRUB PER EVERY 250 SF BLDG
- 1,947/250=7.8 = 8 SHRUBS REQ'd.
- = X SHRUBS PROVIDED

EXISTING TREES:

- 8" CAL + = 3 REQ. TREES (FOR BLDG REQ'MT ONLY)
- = 8 (8" CAL AND LARGER) TREES EXISTING

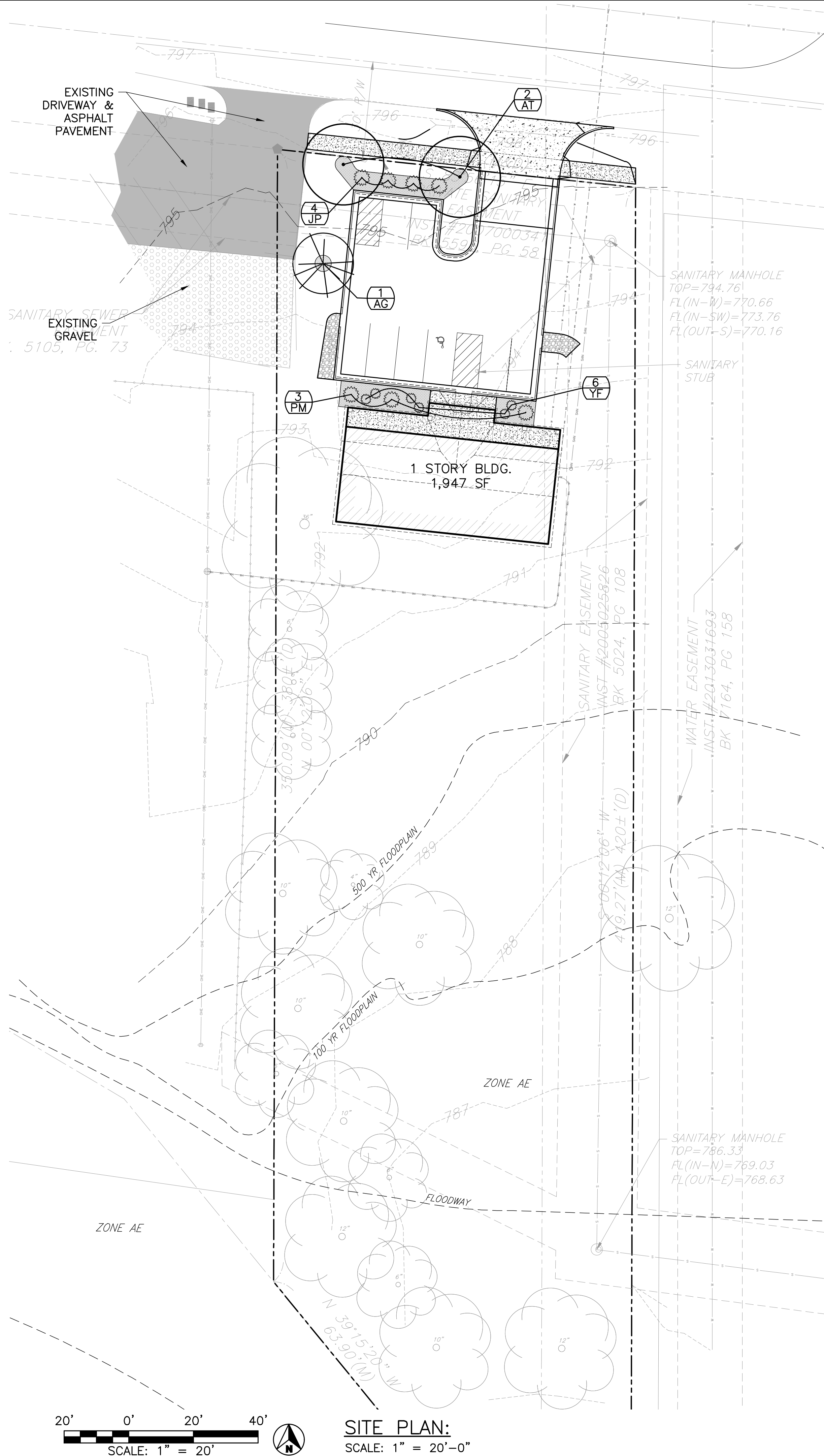
NOTE: THERE ARE AT LEAST EIGHT (8) EXISTING TREES ON THE PROPERTY THAT ARE LARGER THAN 8" CALIPER AND MANY MORE MATURE TREES SMALLER THAN 8" CALIPER.

LEGEND:

- EXISTING TREES VARIOUS SIZE AND SPECIES
- EVERGREEN TREE (5' TALL MIN.)
- LARGE TREE (2 1/2" CAL. MIN.)
- SMALL DECIDUOUS TREE (2 1/2" CAL. MIN.)
- EVERGREEN SHRUB (3 GAL. MIN.)
- DECIDUOUS SHRUB (3 GAL. MIN.)
- PERENNIAL (1 GAL. MIN.)

HARDWOOD MULCH AREAS

PLANT SCHEDULE				
QTY.	KEY	Common/Scientific Name		Size
TREES				
2	AT	Shantung Maple/Acer truncatum		2.5" Cal.
1	AG	Autumn Brilliance Serviceberry/Amalanchier x grandiflora 'Autumn Brilliance'		2.5" Cal.
SHRUBS				
6	YF	Bright Edge Yucca/Yucca filimentosa 'Bright Edge'		3 Gal.
10	PM	Dwarf Mugho Pine/Pinus mugo var. 'Pumilio'		3 Gal.
4	JP	Sea Green Juniper/Juniperus x pfitzeriana 'Sea Green"		3 Gal.



SITE PLAN:

SCALE: 1" = 20'-0"

PROFESSIONAL SEAL

COMPANY:

PROJECT:

OWNER/DEVELOPER:

ISSUE DATE: 5 JAN 2024

SHEET NAME:

SHEET NUMBER:

DAVID C. CAMPBELL
LANDSCAPE ARCHITECT
Lee's Summit, MO
816.510.8728

1351 H HIGHWAY
Liberty, Missouri

Stan Cuba
11101 Firefly Lane
Liberty, MO 64068
(816) 439.6222

RESPONSE TO CITY COMMENTS #2
RESPONSE TO CITY COMMENTS
REVISION/DESCRIPTION

26 JAN 2024
17 JAN 2024
DATE

LANDSCAPE PLAN

L101

UHL ENGINEERING, INC.
7211 W. 98th Terrace, Suite 110
Overland Park, Kansas 66212
(913) 385-2670
www.uhlengineering.com

DAVID C. CAMPBELL
LANDSCAPE ARCHITECT
Lee's Summit, MO
816.510.8728

1351 H HIGHWAY
Liberty, Missouri

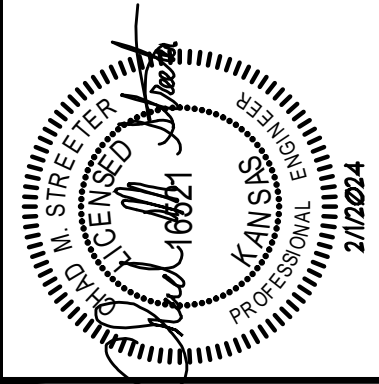
Stan Cuba
11101 Firefly Lane
Liberty, MO 64068
(816) 439.6222

RESPONSE TO CITY COMMENTS #2
RESPONSE TO CITY COMMENTS
REVISION/DESCRIPTION

26 JAN 2024
17 JAN 2024
DATE

LANDSCAPE PLAN

L101



ISSUE DATE:
FINAL DEVEL 2/1/2024
REVISIONS:
JOB NO:
DRAWN BY: MRC
DESIGNED BY: CM6

VAN DERZEN & ASSOCIATES, P.A.
1001 KING STREET, SUITE 120
OVERLAND PARK, KS 66209
(913) 451-6305 FAX (913) 451-0211
JES PAGE JES@VANDERZENASSOCIATES.COM
E-MAIL: JES@VANDERZENASSOCIATES.COM

VA

Van Derzen and Associates, P.A. © 2023

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATION NOTES

1. FINAL GRADE LINE MAY VARY PER EXISTING SITE CONDITIONS. REFER TO PLOT PLAN FOR SPECIFIC SITE GRADE CONDITIONS.
2. ALL ROOFING TO BE ASPHALT COMPOSITION UNLESS NOTED OTHERWISE.
3. ROOF AND SOFFIT VENTS PER LOCAL CODES. WHERE POSSIBLE, PROVIDE ROOF VENTING ON BACK SIDE OF ROOF.
4. GUTTER AND DOWNSPOUT LOCATIONS TO BE DETERMINED BY GUTTER INSTALLER.

LEFT ELEVATION
SCALE: 1/4" = 1'-0"

ELEVATIONS FOR:
INSURANCE OFFICE
1351 H. HIGHWAY
LIBERTY, MISSOURI

SHEET NO:

GAI

Page 73 of 619



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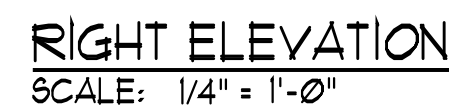
ELEVATIONS FOR:
INSURANCE OFFICE
1351 H HIGHWAY
LIBERTY, MISSOURI

GA2



1. FINAL GRADE LINE MAY VARY PER EXISTING SITE CONDITIONS. REFER TO PLOT PLAN FOR SPECIFIC SITE GRADE CONDITIONS.
2. ALL ROOFING TO BE ASPHALT COMPOSITION UNLESS NOTED OTHERWISE.
3. ROOF AND SOFFIT VENTS PER LOCAL CODES. WHERE POSSIBLE, PROVIDE ROOF VENTING ON BACK SIDE OF ROOF.
4. GUTTER AND DOWNSPOUT LOCATIONS TO BE DETERMINED BY GUTTER INSTALLER.

REAR ELEVATION
SCALE: 1/4" = 1'-0"





VAN DEURZEN AND ASSOCIATES, P.A.
CONSULTING STRUCTURAL ENGINEERS
11011 KING STREET, SUITE 130
COMMERCE TERRACE BUILDING D
OVERLAND PARK, KANSAS 66210
(913) 451 - 6305 FAX (913) 451 - 1021

February 1, 2024

Mr. Mike Peterman
Planning Manager
City of Liberty
101 E. Kansas
Liberty, MO 64068

Re: 1351 H Highway – Landscape Buffer Variance Request
Liberty, MO
P&Z Case 24-05FDP

Dear Mr. Peterman:

This letter is a request for a variance to UDO Section 30-97.5 which requires a buffer between a commercial development which abuts a single family residential development. The property on which the proposed office building is to be constructed abuts a single family residential property to the east. The proposed building will be located 23 feet from the east property line. The existing single family residence is located approximately 200 feet from the east property line of the proposed building resulting in approximately 223 feet between the two structures. Between the property line and the existing single family residence, mature trees are randomly located to provide screening. In addition, a sanitary sewer easement along with a water line easement is located between the proposed building and the east property line. In order to prevent potential damage to the installed water and sewer lines from the root structure of the required landscaping buffer and also damage to the buffer in the event that the sewer line or water lines have to be maintained, we propose that no plantings be installed in this area.

Based on the large separation between the proposed office building and the existing single family residence and the existence of the sanitary and water line easements adjacent to the proposed building, we request that the variance for the landscaping buffer be granted. In addition, any parking lot lighting that will be installed will be designed and located such that there are zero foot candles of light at the property line so as not cause a nuisance to the existing single family residence to the east.

We trust that this argument will allow for the variance to be granted.

Mr. Mike Peterman
1351 H Highway

2

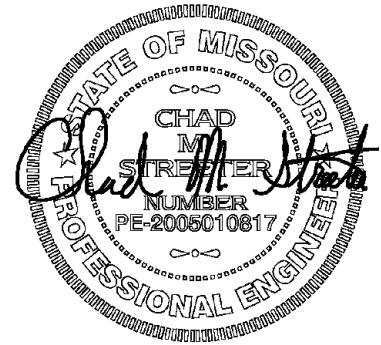
February 1, 2024

Sincerely,

VAN DEURZEN AND ASSOCIATES, P.A.



Chad M. Streeter, P.E.



2/1/2024

Public Hearing Cases

A. PZ CASE 24-05FDP: Final development plan for new 1,947 sq. ft office building on a 1 acre lot at 1351 Route H with a variance for reduced buffer adjacent to a residential use.

Mr. Peterman presented the case to the commission as described in the staff report.

Chairman Rosekrans asked the commissioners if they had any questions for staff.

Commissioner Holt asked if the subject property were a residential lot then no buffer would be required.

Mr. Peterman stated that is correct.

Commissioner Holt asked what happens if the east residential property is split and a home built closer.

Mr. Peterman said that would not impact the proposed business as it would be an existing structure at that point.

Commissioner Holt asked why the city does not want plantings in the easements.

Mr. Peterman stated that roots can harm utilities.

Commissioner Personett stated that if the sewer is deep enough to be untouched by roots, then why not install landscaping.

Ms. Sharp said that the Utility Director requested no plantings in the easement area.

Chairman Rosekrans asked if the residence to the east is inhabited.

Ms. Sharp stated yes, it is currently occupied.

Chairman Rosekrans asked if the east neighbor was notified.

Ms. Sharp said that letters were sent to all property owners with 185 feet of the property with information regarding the proposal and the meeting date/time, that a legal notice was posted in the newspaper, and that an information sign was posted on the subject property.

Chairman Rosekrans invited the applicant forward.

Scott Cuba, 2121 Red Bridge Terr, Kansas City, MO introduced himself as the general contractor for project. Mr. Cuba designed the site/building with the nearby residential use in mind, acting as transition between residential to the east and industrial to the west. He also stated the cistern was proposed to be used to collect rainwater for irrigation on the property but that the building size required eight parking stalls, so the cistern has to be filled in to accommodate the additional parking. Mr. Cuba also said that they will disconnect from the existing shared drive to the west and will construct a new access to Route H on site. The existing shared

drive will remain. The stormwater runoff will be directed southward toward the creek. They are not opposed to installing trees to the east, and would also be willing to install a fence in that area if required. The lighting on site will be limited to two downlit lights to diminish their impact on neighbors.

Chairman Rosekrans asked if the Commissioners had any questions.

Commissioner Personett asked about the sanitary sewer easement under the proposed parking lot.

Mr. Cuba stated that the site was designed to limit encroachment into the easement area to the greatest extent feasible..

Commissioner Personett stated that any work on the sanitary line could require that pavement be taken out.

Mr. Cuba said the applicant is aware of this.

Chairman Rosekrans opened the public hearing and asked if there were any persons in the audience that would like to speak for or against the proposed text amendments.

Luana Compton Paulsen, 1319 Route H, neighbor to the west, stated that she sold the property to the applicant. She also stated that she was representing the neighbor to the east who could not attend. Ms. Compton Paulsen stated that the Cistern is actually a live well connected to the water table. She would like to see more safety measures be imposed around the cistern/well until it is decommissioned. She also stated that the neighbor to the east is concerned about privacy. She asked if they could install a berm along the east property line. She is also concerned about the closure of their shared driveway as well as privacy.

Chairman Rosekrans asked if the Commissioners had any questions. Seeing none he closed the public hearing.

Chairman Rosekrans requested staff input to address Ms. Compton Paulsen's concerns.

Ms. Sharp stated that any fencing would have to meet standards applicable to industrial properties. There is not any City Code requirements for a fence between the two zoning districts.

Mr. Martinez stated that the City doesn't regulate wells. Abandonment of the well/cistern has to go to Clay County Health and/or Missouri Department of Natural Resources. The applicant has this called out on the site plans. Mr. Martinez said that pavement can encroach upon easements but can/will be removed if access to utilities is necessary. He also said that Public Works and the Utility Departments prefer no plantings within the easements as they can obstruct efficient work should the need arise. Planting in easement areas is at the owner's risk.

Chairman Rosekrans asked about installing a berm.

Mr. Martinez stated that it is not preferable to add additional depth to the sewer line by adding a berm on top of the existing topography. The easement language likely also bars this from occurring.

Commissioner Personett asked about the drive access closure.

Mr. Peterman stated that the new project will not be blocking or closing access for the neighbors. The lots currently share the drive and the connection to the new lot will be severed, and a new drive will be installed on the subject property.

Commissioner Holt stated that this is a small lot that would not likely see any new development because of its size. He believes that this type of use would generate a low amount of traffic and that the property owners should discuss the fencing questions.

Commissioner Personett asked about the open well.

Mr. Cuba stated that there is currently a lid on the top but he would look into any safety concerns regarding people or animals that could possibly fall into it.

Chairman Rosekrans asked the commissioners if they had any further questions. He encouraged the audience to attend the City Council meeting on February 26, 2024 to express any remaining concerns there. Seeing no additional questions, he asked for a motion.

Action: Commissioner Holt moved to approve the case as presented in the staff report, Commissioner Dilts seconded the motion.

Vote: Motion passed 6-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, February 26, 2024.

RESOLUTION NO. _____

FINAL DEVELOPMENT PLAN FOR THE CONSTRUCTION OF
A 1,947 SQ. FT. BUILDING FOR CUBA INSURANCE AGENCY AT 1351 ROUTE H
IN LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final development plan for the construction of a 1,947 sq. ft. building for Cuba Insurance Agency at 1351 Route H in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on February 13, 2024 and the City Council on February 26, 2024; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application except for the following variance:

1. A variance request to reduce the required buffer between a commercial development and a residential dwelling.
UDO Section 30-97.5(1)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for the construction of a 1,947 sq. ft. building for Cuba Insurance Agency at 1351 Route H in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



MEMORANDUM

To: Mayor and City Council
From: Katherine Sharp, Director of Planning and Development
Date: March 11, 2024
Subject: 1351 Route H – Cuba Insurance Agency, PZ Case 24-05FDP

INTRODUCTION

Attached is a letter from the applicant for PZ Case 24-05FDP. This letter was submitted to address the concerns raised at the City Council meeting held on February 26, 2024.

The applicants letter addresses:

1. Information regarding the Missouri Department of Natural Resources (MoDNR) requirements for closing cisterns and wells.
2. The proposed business background.
3. Current contractor's license.
4. Details regarding the relocation of an existing fence structure on the east property line.
5. Details regarding additional landscaping on the property.

BACKGROUND

A public hearing was held on February 26, 2024 at the City Council meeting. At that time, the City Council decided to postpone a final decision on PZ Case 24-05FDP and PZ Case 24-02FP pending further information that was requested.

RECOMMENDATION

Staff recommends approval of PZ Case 24-05FDP and PZ Case 24-02FP.

For the Mayor and City Council Members for the City of Liberty Mo Concerning
1351 Route H development:

1. Attached document from the Mo Department of Natural Resources:

Good morning!

As discussed, it sounds like you either found a cistern or a hand-dug well. Per the guidance, it says:

Cisterns

Cisterns are considered water storage structures and are exempt from plugging rules. Since cisterns pose a physical threat, the department recommends landowners completely fill a cistern with clean fill.

Hand-dug Wells

Wells that were dug by hand usually are 3-6 feet in diameter and 10-30 feet in depth, and are usually lined with material such as brick or fieldstone. Wells that are less than 10 feet in depth are exempt from plugging rules.

To plug a hand-dug well, carefully push in the upper 2 feet of the lining. Fill the well to within 2 feet of the surface with clean fill. The remainder of the well should be filled with clay or clay-rich soil.

Here's where the guidance is available for review: <https://dnr.mo.gov/document-search/abandoned-wells-locating-plugging-reporting-pub2900/pub2900>

For further questions on well plugging, please contact the MO Geological Survey at 573-368-2100, let them know you have questions on well plugging.

Let me know if any further questions! Have a great day!

Denise Eagan, P.E.
Engineering Unit Chief

Kansas City Regional Office
Missouri Department of Natural Resources(816) 251-0719

Furthermore I did contact the MO Geological Survey and they too referenced the same guidelines as Denise Eagan listed. Both agencies informed me there is no historical designations for wells or cisterns in the state of MO due to the simple fact almost every farmstead and house, even those built in towns had them out of necessity and now they are considered a hazard and prefer them to be filled in whenever possible.

With these facts we will be filling in the well as soon as we can schedule it.

2. Cuba insurance Agency Is an independent insurance agency that sells health insurance, small groups, Life Insurance, Medicare supplement and Medicare advantage plans, dental , cancer/ heart/ stroke insurance and anything else the client would need. Stan Cuba has been a licensed health and life agent for 25 years and has lived in the Liberty community for 9 years.

3. I do have my City of Liberty Contractor License (LIC-02-24-0048) which was issued on February 24, 2024

4. Stan Cuba talked to Cheryl Novick (neighbor to the east) in December to tell her he was moving the section of fence on 1351 Route H Lot to the proper boundary line and she had a hard time believing where the new property line is located. Stan called her on January 8, 2024 and left her a message to discuss the details of moving and paying for the fence sections but has never received a call back. At the city council hearing Ms. Novick stated she was hiring Guier Fence Co. to relocate the 2 sections of fence line to the correct location on the property line and we are in agreement to pay for this relocation of fence.

5. To address the request by Counsel member Pozel and other council members we are adding more shrubs, bushes, and specific perennials to the landscape plan around the perimeter and outside of the parking lot area. We will work with the city planning staff to ensure that it is to the satisfaction of the City of Liberty. The engineer is working on updating the landscape plan and will have it submitted before the council meeting for approval. All landscape materials shall conform to any AHJ standards. There is clearly no line of site issues or obstructions with the shrubs and or trees listed in the plans and the location set back from Route H highway.

I look forward to any questions, comments or suggestions the city of Liberty, the Mayor and City Council Members may have in order for us to move forward with this project.

Thank You,

Scott Cuba
913-515-6071



STAFF REPORT

Planning and Zoning Case 24-02FP

Staff: Kyle McGinnis, Planner

Date: February 26, 2024

GENERAL INFORMATION

Application:	Final Plat for Cuba Insurance Agency. A single one-acre industrial lot located at 1351 Route H.
Applicant:	Scott Cuba 2121 Red Bridge Terrace Kansas City, MO 64131
Owner:	Stanley Cuba 1351 Route H Liberty, MO 64068-9200
Location:	1351 Route H
Site Acreage:	+/- 1 acre
Existing Land Use / Zoning:	Vacant / M-1, "Light Industrial District"
Future Land Use Map:	Single-Family Residential, Floodplain/Stormwater Management
Surrounding Land Use / Zoning:	North: Route H, Undeveloped / M-1, "Light Industrial District" South: Undeveloped / A, "Agricultural District" and Floodplain East: Single-Family Residential / A, "Agricultural District" West: Commercial/Warehouse Building / M-1, "Light Industrial District"
Public Notice:	None Required
File Date:	January 5, 2024

PREVIOUS CASES/SITE HISTORY

None. This Final Plat application is the first Planning application received for this property. The single-family residence which was recently demolished was originally built in 1930.

PZ Case 24-05FDP, a Final Development Plan, is running concurrently with this case.

DESCRIPTION OF PROPOSAL

Technical Information

This is a proposal for a Final Plat for Cuba Insurance Company at 1351 Route H. This plat contains a single one-

acre lot. The platting of this lot has been proposed in preparation for the construction of an insurance office.

PUBLIC INFRASTRUCTURE

Facility	City Standard	Status
Streets	Direct connection to fully improved street network	The proposed Lot 1 has direct access to Route H to the north.
Sanitary Sewer	Direct, gravity flow connection	A 42" public sewer line is located along the north and east boundaries of the proposed plat.
Water	Direct connection to City water services	The proposed Lot 1 connects to a 16" public water line located north of Route H via a private lateral which runs beneath the public right-of-way.
Storm Water	Storm water must be released at an acceptable rate	This proposal does not trigger stormwater requirements. The southern reaches of the proposed Lot 1 are encompassed within a Zone X (0.2% to 1% chance of flooding annually), a Zone AE (1% chance of flooding annually, also known as a 100-year flood plain), and a flood way. Stormwater runoff will drain to Rush Creek to the south, which has the capacity to receive any increase in runoff from this site as a result of future development.

STAFF ANALYSIS

A final plat is required for the general subdivision of land to ensure the layout of a proposed subdivision conforms to the comprehensive plan and this UDO and to provide a complete and exact subdivision plat, prepared for the official public record to define property boundaries and public improvements. Staff's analysis of a final plat application is guided by Section 30-28.14. Final plat, approval criteria:

1. The final plat substantially complies with the intent of the comprehensive plan;

The Future Land Use Map designation in this area is Single-family Residential. The new Comprehensive Plan designated this area as Single-family Residential based on the presence of an existing single-family home on this site at the time the plan was approved. That home has since been removed from the site, and as the property is currently zoned M-1 an office at this location is allowed by zoning. The use of this lot as a commercial office use is appropriate as it is adjacent to other commercial structures and is currently zoned M-1, "Light Industrial".

2. The final plat complies with the provisions of this UDO;

The proposed plat complies with all standards of the UDO for this site and requires no variances.

3. The final plat substantially complies with approved city development standards and policies;

The proposed plat has direct access to water, sewer, and the public street network and substantially

complies with City standards and policies.

4. The final plat substantially conforms to the approved preliminary plat;

There is no previously approved preliminary plat on file.

5. All public works elements have been designed to city specifications and certified by the city engineer;

No extensions of public utilities are required as part of this proposal as all services are currently available to the subject property.

6. All necessary easements, dedications, vacations, and other agreements have been accepted or approved.

All easements and dedications have been reviewed by the City Engineer and will be accepted with the approval of the Public Improvement Plans and recordation of this plat.

STAFF RECOMMENDATION

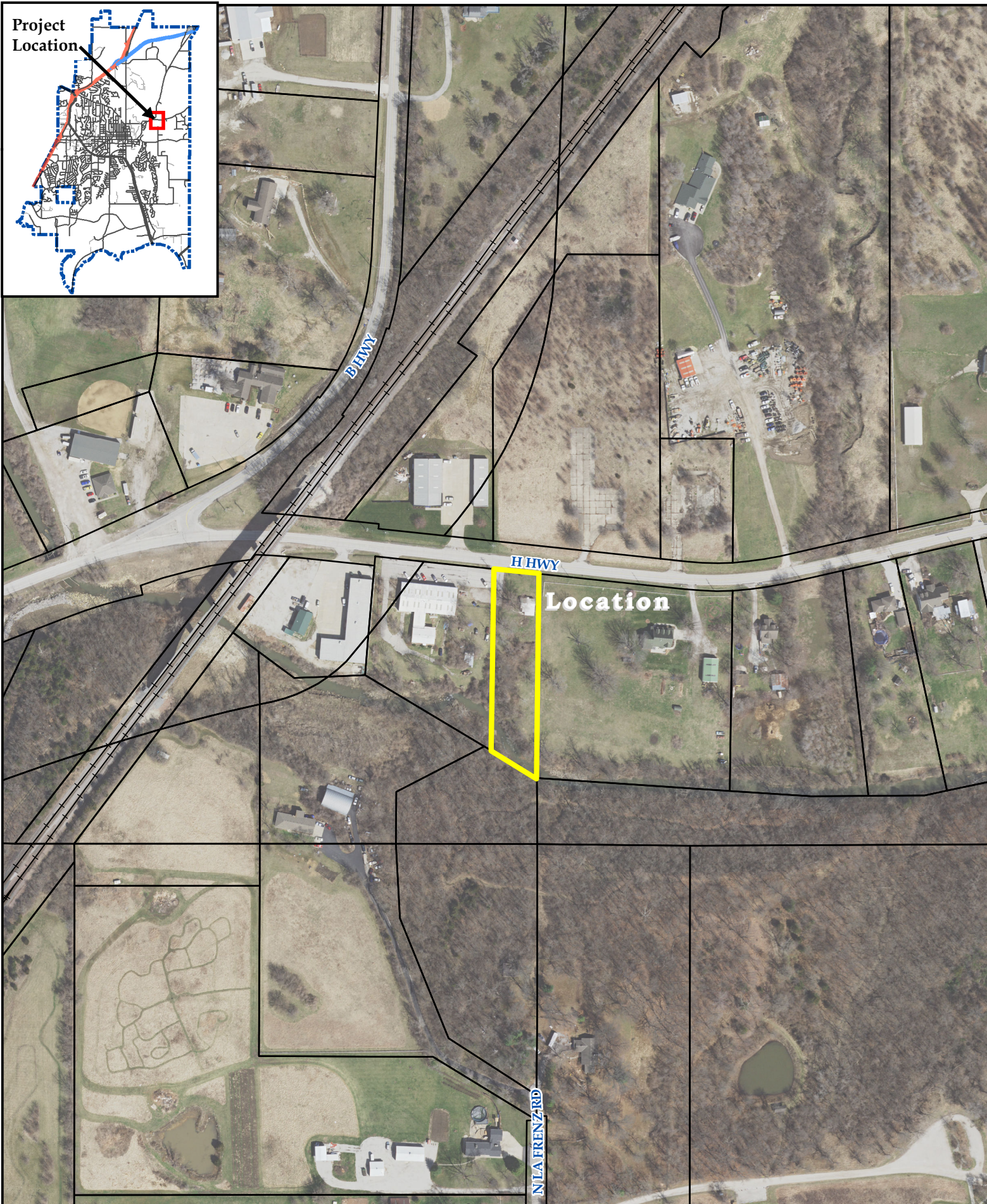
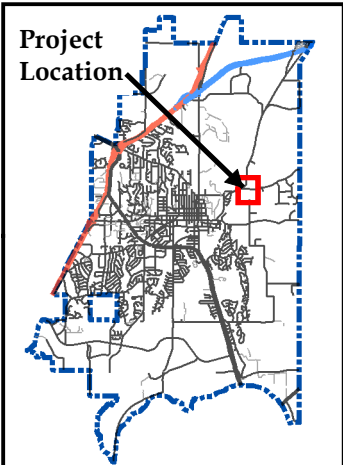
Staff finds the application meets the standards of review for a Final Plat in Section 30-28.14 of the UDO and recommends approval of P&Z Case 24-02FP.

PZ RECOMMENDATION

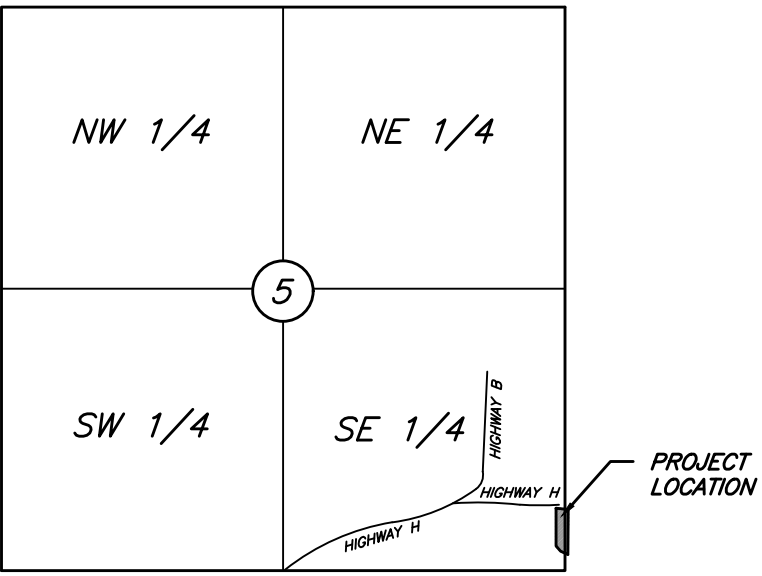
At its February 13, 2024 meeting, the Planning Commission voted 6-0-0 to recommend approval of PZ Case 24-02FP as presented in the staff report.

ATTACHMENTS

Exhibit A:	Vicinity Map
Exhibit B:	Final Plat
Exhibit F:	Planning & Zoning meeting minutes excerpt
Exhibit G:	Ordinance



FINAL PLAT
CUBA INSURANCE AGENCY
SE 1/4, SECTION 5 & SW 1/4, SECTION 4,
TOWNSHIP 51 NORTH, RANGE 31 WEST
CITY OF LIBERTY, CLAY COUNTY, MISSOURI



CLIENT:
Stanley Cuba
stan@stancubainsurance.com

PROPERTY ADDRESS:
1351 Route H
Liberty, Missouri 64068

PROPERTY DESCRIPTION:
A Tract of land being in the Southeast Quarter of Section 5, Township 51 North, Range 31 West, and the Southwest Quarter of Section 4, Township 51 North, Range 31 West, in the City of Liberty, Clay County, Missouri more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 5; Thence South 00°12'06" West, along the East line of said Section 5, 2064.92 feet, to the South Right-of-Way line of Highway H, as now established, also being the Point of Beginning; Thence South 83°56'15" East, along said South Right-of-Way line, 27.98 feet; Thence South 00°12'06" West, 419.27 feet, to the center line of Rush Creek, as now established; Thence along said Rush Creek the following two (2) courses; Thence North 65°49'15" West, 76.81 feet; Thence North 39°15'20" West, 63.90 feet; Thence North 00°12'06" East, 350.09 feet, to the South Right-of-Way of said Highway H; Thence South 83°56'15" East, along said South Right-of-Way line, 83.40 feet, to the Point of Beginning. Contains 43,717 square feet or 1.00 acres more or less.

PLAT DEDICATION:
THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND SAID PROPERTY SHALL HEREAFTER BE KNOWN AS:

"CUBA INSURANCE AGENCY"

IN TESTIMONY WHEREOF:
Stanley Cuba, Owner, has caused these presents to be executed this _____ day of _____, 2023.

By: _____ Owner
Stanley Cuba

STATE OF _____)
COUNTY OF _____) SS

BE IT REMEMBERED, that on this ____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said County and State came Stanley Cuba, owner, who is personally known to me to be the same person who executed the foregoing instrument of writing as his own free act and deed.

APPROVALS:
CITY PLANNING AND ZONING COMMISSION
Approved by the Planning and Zoning Commission of the City of Liberty, Missouri this _____ day of _____ 20 ____.

Dee Rosekrans (CHAIRPERSON)

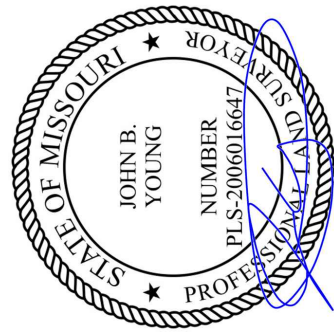
CITY COUNCIL
Approved by the City Council of the City of Liberty, Missouri this _____ day of _____ 20 ____.

Greg Canuteson (MAYOR)

Sarah Ranes (DEPUTY CITY CLERK)

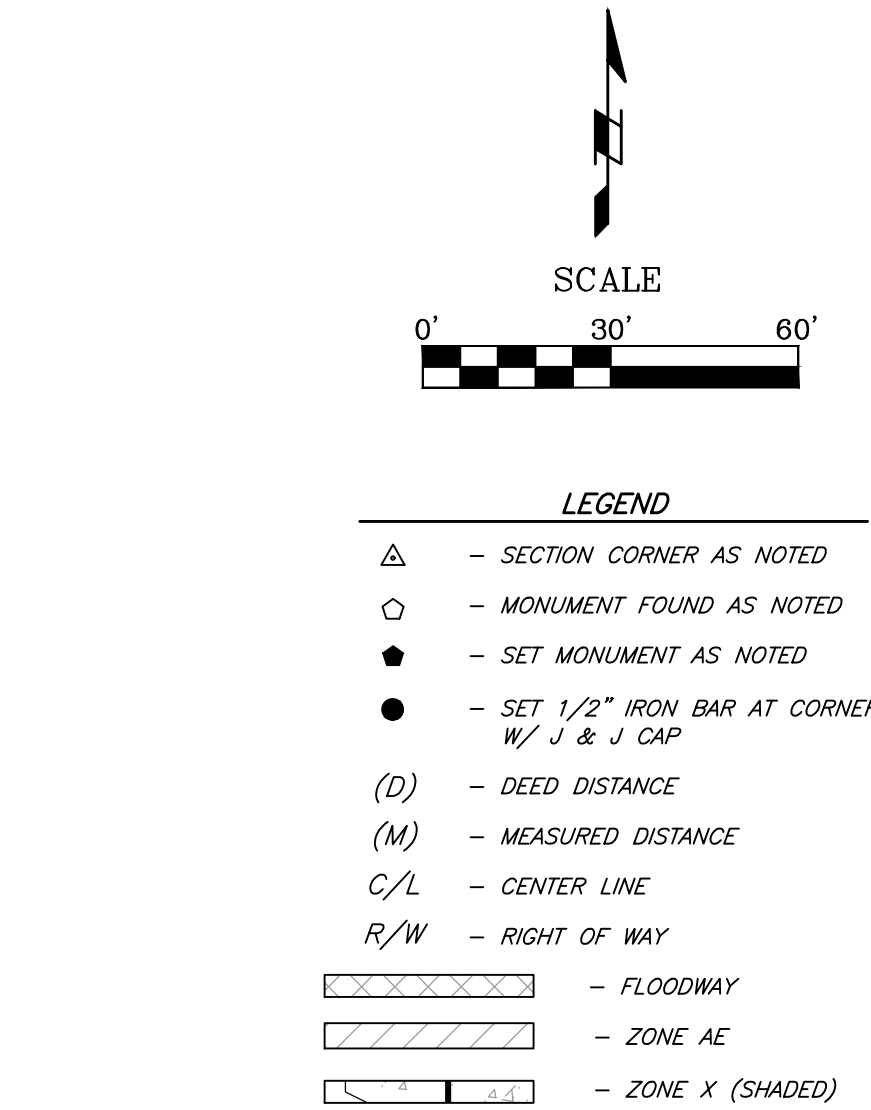
Sherri McIntyre (PUBLIC WORKS DIRECTOR)

CERTIFICATION:
I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 16th day of _____, 2023. I am a duly Licensed Professional Engineer and a Licensed Professional Surveyor in the State of Missouri. My Missouri Standards for Property Boundary Surveys are established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.



1-26-24
Date

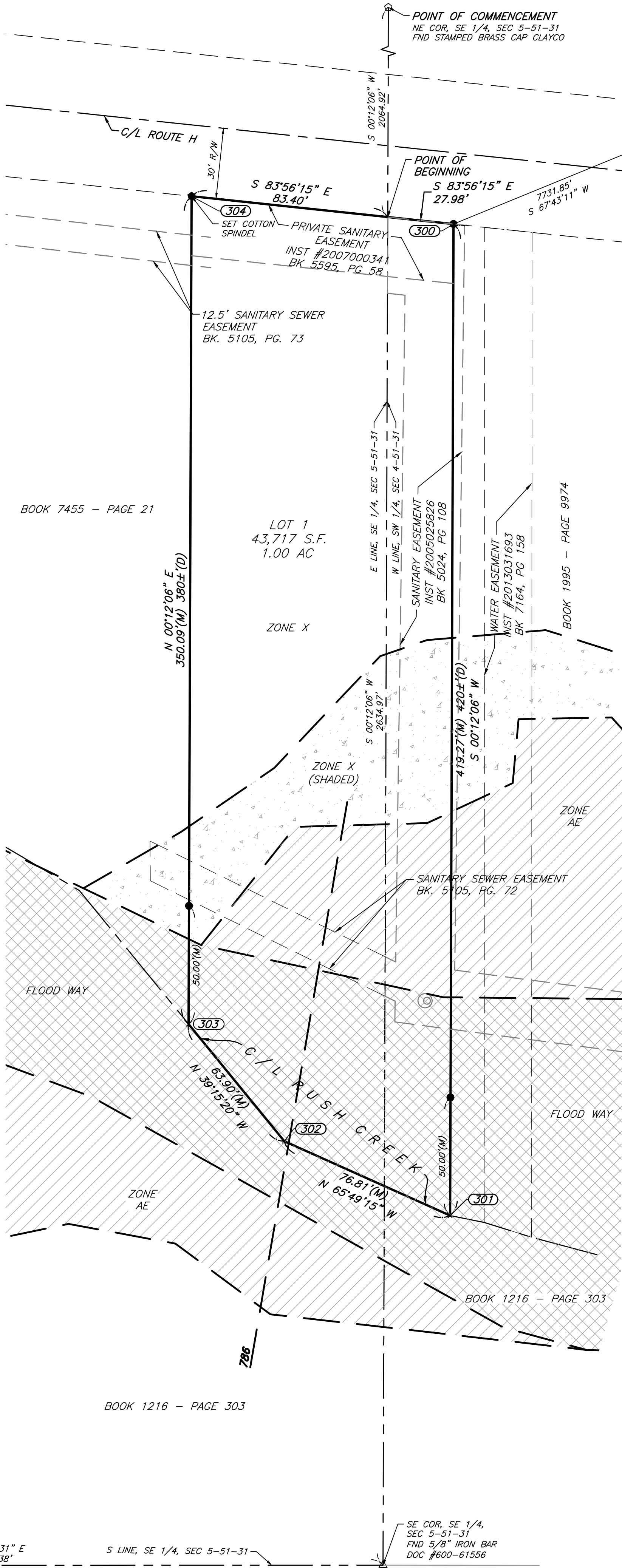
John B. Young PLS-2006016647



MISSOURI STATE PLANE COORDINATE SYSTEM
STATION CL-91 - NAD 1983
MISSOURI WEST ZONE (US SURVEY FEET)
COMBINED GRID FACTOR = 0.9999022

Point #	Northing	Easting	Description
2	1126936.73	2824722.66	CL-91
300	1124005.29	2817568.07	PROPERTY CORNER
301	1123586.02	2817566.60	PROPERTY CORNER
302	1123617.48	2817496.52	PROPERTY CORNER
303	1123666.97	2817456.09	PROPERTY CORNER
304	1124017.05	2817457.32	PROPERTY CORNER

NOTES:
1.) REFERENCED: LOCATION SURVEY - A Portion of State Route H in Sections 4 and 5, Township 41 North of the Baseline Range 31 West of the Fifth Principal Meridian - City of Liberty, Clay County, Missouri.
2.) Deed of record is recorded in Instrument No. 2022001795, Book 9283, Page 19, dated 01/14/2022 in the Recorder of Deeds Office, Clay County, Missouri.
3.) Basis of bearings is established by the Missouri State Plane Coordinate System from GPS observation.
4.) Title Report # 2495877, dated January 4, 2022 at 8:00 AM provided by First American Title Insurance Company.
5.) The subject property is located in
FLOODWAY: areas where the flood way is the channel of a stream plus any adjacent flood plain areas that must be kept free of encroachment so that 1% annual chance flood can be carried with out substantial increases in flood height. Zone AE: The 1% annual chance flood (100 - year flood), also known as the base flood, is the flood that has 1% chance of being equaled or exceeded in any given year. areas with base flood elevations determined.
Zone X (SHADED): areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot, or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood. Zone X: areas determined to be outside the 0.2% annual chance floodplain, as shown on Flood Insurance Rate Map (FIRM) 29047C014E, effective August 3, 2015.



CASES

A. PZ CASE 24-02FP: A Final Plat for 1 lot at 1351 Route H. Platting of a 1 acre lot to be developed with one building.

Mr. McGinnis presented the case as described in the staff report.

Chairman Rosekrans asked if the commission had any questions for staff regarding the proposed plat. None were presented.

Chairman Rosekrans asked if the commission had any questions for the applicant. None were presented.

Chairman Rosekrans explained that this case would not require a public hearing and requested a motion.

Action: Commissioner Summers moved to approve the case as presented in the staff report, Commissioner Howard seconded the motion.

Vote: Motion passed 6-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, February 26, 2024.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND APPROVING A FINAL PLAT FOR
CUBA INSURANCE AGENCY IN THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

WHEREAS, a final plat for Cuba Insurance Agency in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning and Zoning Commission on February 13, 2024 and the City Council on February 26, 2024; and

WHEREAS, pursuant to Section 30-28.14 of the Unified Development Ordinance of the City of Liberty, the City Council finds that the plat described duly conforms to the standards and requirements of ordinances in place at the time of the application;

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council hereby accepts and approves a final plat for Cuba Insurance Agency in the City of Liberty, Clay County, Missouri the legal description of which follows:

A tract of land being in the Southeast Quarter of Section 5, Township 51 North, Range 31 West, and the Southwest Quarter of Section 4, Township 51 North, Range 31 West, in the City of Liberty, Clay County, Missouri more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 5; Thence South 00°12'06" West, along the East line of said Section 5, 2064.92 feet, to the South Right-of-Way line of Highway H, as now established, also being the Point of Beginning; Thence South 83°56'15" East, along said South Right-of-Way line, 27.98 feet; Thence South 00°12'06" West, 419.27 feet, to the center line of Rush Creek, as now established; Thence along said Rush Creek the following two (2) courses; Thence North 65°49'15" West, 76.81 feet; Thence North 39°15'20" West, 63.90 feet; Thence North 00°12'06" East, 350.09 feet, to the South Right-of-Way of said Highway H; Thence South 83°56'15" East, along Said South Right-of-Way line, 83.40 feet, to the Point of Beginning. Contains 43,717 square feet or 1.00 acres more or less.

SECTION II

Any and all development within the above-described final plat shall comply with all applicable standards and requirements as set forth in the City Code of the City of Liberty, Missouri.

ORDINANCE NO. _____ (CONT.)

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2024.

MAYOR



**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 11, 2024
A/R No.: 2024-50

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR CITY OF LIBERTY PROJECT 24-002, 2024 STREET MAINTENANCE PAVEMENT RESTORATION IN AN AMOUNT NOT TO EXCEED \$1,417,562.00

Summary:

- Ordinance approving a contract between Superior Bowen Asphalt Company, LLC for City of Liberty Project 24-002 2024 Street Maintenance Pavement Restoration.
- The scope of work provides for the maintenance of city streets through overlay and pavement repairs.
- The Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Background:

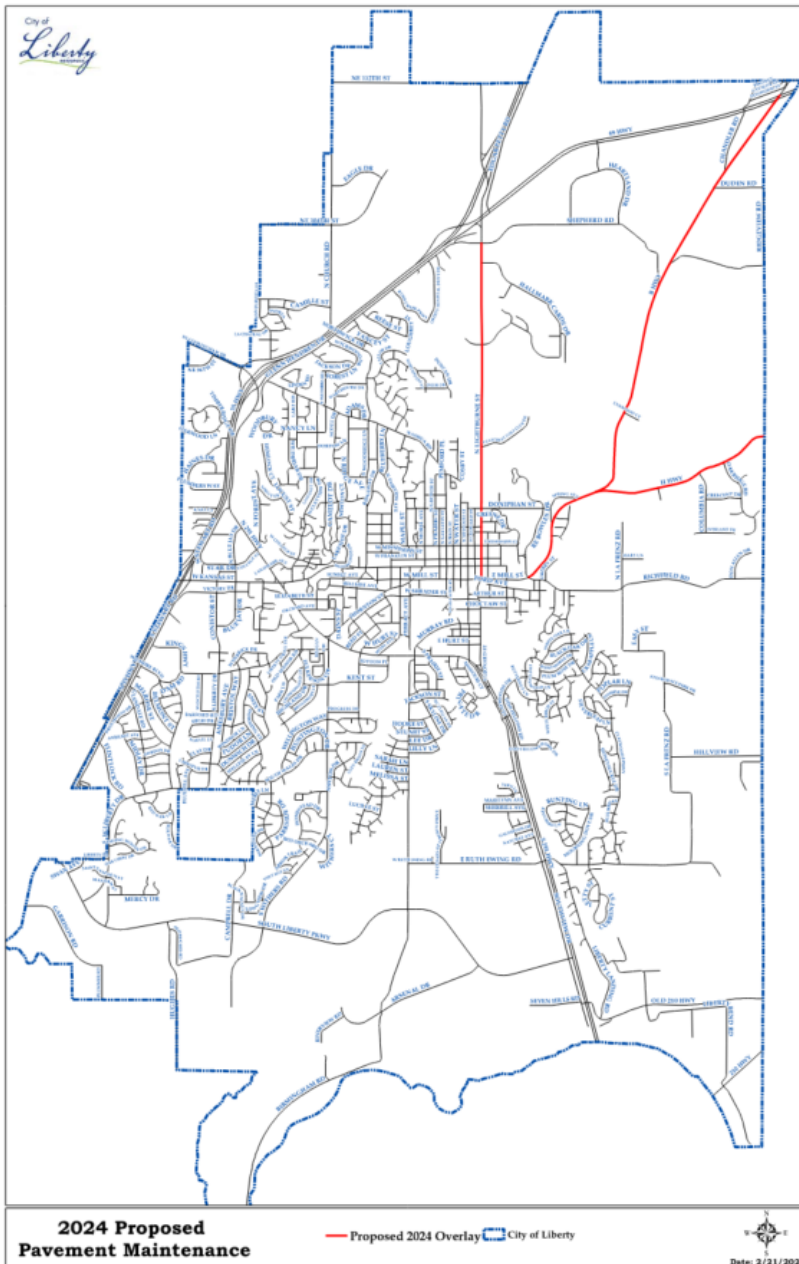
The Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets in need of restoration. This memo pertains to the 2024 Street Maintenance Pavement Restoration Project, otherwise known as Public Works Capital Improvement Project 24-002.

In the months prior to bidding, City staff identified areas in need of milling and overlaying and associated work. These locations formed the scope of work for the project. The figures below define the specific project locations.

Figure 1

Overlay Depth	Street	From	To
1.5"	B Highway	H Highway	69 Highway
1.5"	H Highway	E Mill St	E City Limits
1.5"	N Lightburne St	E Mill St	Shepherd Rd

Figure 2



The project encompasses approximately 15 miles of lanes. It should be noted that each project location, in addition to the milling and overlaying, includes thermoplastic restriping.

A bid manual was put together using the scope of work established by staff. The Bid Manual was advertised beginning January 5, 2023. A total of four bids were received and opened on February 2, 2023, at 2:00 PM. The bids received, and the City estimate are as follows:

Amino Brothers Company, Inc.	\$1,344,076.00
Metro Asphalt	\$1,332,605.00
Superior Bowen Asphalt Company, LLC	\$1,288,692.00

Superior Bowen is the qualifying low bidder.

This report and subsequent Ordinance requests, recommend approval of a contract with Superior Bowen Asphalt Company, LLC in the amount of \$1,288,692.00 with authorization to spend up to \$1,417,562.00. The amount requested includes the low bid

dollar amount and the addition of approximately 10% contingency. Funds requested above the low bid are requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in bid prices.
- Current market trends have been deemed highly volatile with rapid escalations in prices. A 10% contingency allows for flexibility in the event of a required unforeseen change order.
- It allows quick action in the event of emergency asphalt pavement work that may develop over the length of the contract.
- Due to the current price volatility associated with petroleum products (asphalt being a petroleum product), the contract is being structured to utilize an asphalt price index. The index allows for variation in the price paid to the contractor for asphalt materials based on regional data. The asphalt price index is a tried practice used by entities such as MoDOT to account for large swings in petroleum prices.

The 2024 Street Restoration Project base budget was established at \$2,400,000.00 for 2024 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with Superior Bowen Asphalt Company, LLC for Public Works Capital Improvement Project 24-002 in the amount of \$1,288,692.00 with authorization to spend up to \$1,417,562.00.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Policy/Committee Review:

X Citizen Sales Tax Oversight Committee	Completed/Recommended: 01-11-2024
X Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
X Budget Committee	Completed/Recommended: NA
X Other:	Completed/Recommended: NA

Financial Considerations:

X	Budgeted:	Line Item: 52.75.607.14.5501	Amount: \$800,000.00
		Line Item: 50.75.604.36.7515	Amount: \$617,562.00
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance for Superior Bowen Street Maintenance Pavement Restoration Project

- 24-002
2. 2024 Overlay Contract Superior Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH SUPERIOR BOWEN ASPHALT
COMPANY, LLC FOR CITY OF LIBERTY PROJECT 24-002, 2024
STREET MAINTENANCE PAVEMENT RESTORATION IN AN
AMOUNT NOT TO EXCEED \$1,417,562.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Superior Bowen Asphalt Company, LLC. for City of Liberty Project 24-002 Street Maintenance Pavement Restoration with a bid amount of ONE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND SIX HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$1,288,692.00), with authorization to spend up to ONE MILLION FOUR HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND ZERO CENTS (\$1,417,562.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR

The City of



2024 Street Maintenance
Pavement Restoration

Project No. 24-002

City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

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BID FORM

CITY OF LIBERTY
LIBERTY, MISSOURI
2024 STREET MAINTENANCE PAVEMENT RESTORATION
PROJECT #24-002
FEBRUARY 6, 2024

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
City of Liberty, 101 E. Kansas Street, Liberty, MO 64068
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| 1 1/31/24 | 5 1/31/24 |
| 2 1/31/24 | |
| 3 1/31/24 | |
| 4 1/31/24 | |
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Asphalt Index price is applicable for this project.
- B. UNIT PRICE SCHEDULE:

*** The following Asphalt Index Price shall be used as a basis for the bid and subsequent adjustment as described in section 2.02 of the Job Special Conditions

DATE 2/6/24 PRICE APWA \$610.00

Line Item #	Description	Unit	Estimated Quantity	Unit Price	Bid Price
CONVENTIONAL PAVING:					
1	Cold Milling	SY	110,800	\$ 1.39	\$ 154,012.00
2	Full Depth Pavement Repair	SY	22S	\$ 124.40	\$ 27,990.00
3	6" Solid White Parallel Cross Walk (Striping Thermoplastic)	LF	200	\$ 8.80	\$ 1,760.00
4	24" Stop Bar (Striping Thermoplastic)	LF	8S	\$ 27.50	\$ 2,337.50
5	Yield Triangles (Striping Thermoplastic)	LF	3S	\$ 44.00	\$ 1,540.00
6	Turn Arrow (Striping Thermoplastic)	EA	11	\$ 247.50	\$ 2,722.50
7	6" Skips Yellow (Striping Thermoplastic)	LF	16,8S0	\$ 1.43	\$ 24,095.50
8	6" Solid Double Yellow (Striping Thermoplastic)	LF	50,000	\$ 1.43	\$ 71,500.00
9	6" Solid Lane Line Yellow (Striping Thermoplastic)	LF	7,200	\$ 1.43	\$ 10,296.00
10	6" Solid Edge Line White (Striping Thermoplastic)	LF	40,400	\$ 1.43	\$ 57,772.00
11	6" Solid Lane Line White (Striping Thermoplastic)	LF	33,SS0	\$ 1.43	\$ 47,976.50
12	Rail Road Crossing (Striping Thermoplastic)	EA	1	\$ 550.00	\$ 550.00
13	***1.5" Asphaltic Concrete Surface (Type S-01)	TON	10,800	\$ 82.05	\$ 886,140.00
GRAND TOTAL BID:					\$ 1,288,692.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,288,692.00

One Million Two Hundred Eighty Eight Thousand Six Hundred Ninety Two
and Zero Cents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: LC0031034. [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Superior Bowen Asphalt Company, LLC

By:

[Signature]



[Printed name]

Matt Bowen

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Neil Shacklett

Title: Estimator / Project Manager

Submittal Date: 2/6/2024

Address for giving notices:

520 W. Pennway St., Suite 300 Kansas City, MO 64108

Telephone Number: 816-708-2917

Fax Number: _____

Contact Name and e-mail address: Neil Shacklett nshacklett@superiorbowen.com

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Superior Bowen Asphalt Company, LLC

Address: 520 W. Pennway St., Suite 300

Kansas City, MO 64108

2. SUBMITTED TO: The City of Liberty

3. SUBMITTED FOR: _____

Owner: The City of Liberty

Project Name: 2024 Street Maintenance Pavement Restoration Project

TYPE OF WORK: Asphalt Mill & Overlay

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Neil Shacklett

Title: Estimator / Project Manager

Phone: 816-708-2917

Email: nshacklett@superiorbowen.com

6. AFFILIATED COMPANIES:

Name:

Address:

7. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Date of Organization:

Executive Officers:

- President:

- Vice President(s):

- Treasurer:

- Secretary:

Missouri

9/1999

Trey Bowen

Matt Bowen

Amanda Mohr

Chelsey Ryerson

Chelsey Ryerson

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

8. LICENSING

Jurisdiction: The City of Liberty
Type of License: Occupation
License Number: LIC-02-23-0028
Jurisdiction: _____
Type of License: _____
License Number: _____

9. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

10. BONDING INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America
Address: One Tower Square
Hartford, Connecticut 06183
Bonding Agent: Brush Creek Partners
Address: 1511 Baltimore
Kansas City, MO 64108
Contact Name: Kara Foulk
Phone: 816-768-8237
Aggregate Bonding Capacity: Unlimited
Available Bonding Capacity as of date of this submittal: _____

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

How many years' experience in the proposed type and size of construction work has your organization had:

(a) As a general contractor 76 Years

(b) As a subcontractor 76 Years

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Superior Bowen Asphalt Company, LLC

BY: 

TITLE: COO

DATED: 2/5/2024

NOTARY ATTEST: Callie Grace Starks

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5th DAY OF February 2024



NOTARY PUBLIC - STATE OF Missouri

MY COMMISSION EXPIRES: 2/28/26

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section 1.
6. Additional items as pertinent.

LIST OF CONTRACTS ON HAND

Superior Bowen Asphalt Co., LLC
 520 West Pennway, Suite 300
 Kansas City, MO 64108
 816-821-8200

Location / Project	Type of Work	Contracting Agency	Contract Price	Date	% Complete
Green Hills Road Improvements	Asphalt Base & Surface	City of KCMO	\$1,096,907	1/10/23	0
2023 Prairie Village Residential	Mill & Overlay	City of Prairie Village	\$2,522,050	3/6/23	64
Rte 24, Jackson County	Mill & Overlay	MoDOT	\$2,140,446	6/27/23	0
MoDOT Rte 13 Ray County	Mill & UBAS	MoDOT	\$911,226	11/1/23	0
US69 (Metcalf) Johnson County	Mill & Overlay	KDOT	\$1,358,850	11/27/23	0
2024 KCMO North Overlay	Mill & Overlay	City of KCMO	\$9,811,395	12/5/23	0
2024 Overland Park Overlay	Mill & Overlay	City of Overland Park	\$13,310,716	1/23/24	0

Superior Bowen Asphalt Co., LLC
520 West Pennway, Suite 300
Kansas City, MO 64108
816-921-8200

Experience and Reference Summary

NO.	Location Owner Contact & Phone Number	Start Date Description of work Major Quantity of work	Contract \$ % Compl
1	Overland Park, KS 2023 Overland Park Overlay Wayne Gudenkauf 913 895-6042	Summer 2023 Asphalt Overlay 18,000 tons	\$ 7,983,000 100%
2	Platte County Platte County 2023 Road Resurfacing Bob Heim 816 858-2223	Summer 2023 Asphalt Overlay 30,100 Tons	\$ 2,707,000 100%
3	Blue Springs Missouri City of Blue Springs 2022 Overlay Pat Capranica 816 228-0235	Spring 2022 Asphalt Overlay 36,000 tons	\$ 6,896,592 100%
4	Clay County, Missouri Clay County Overlay 2023 Terri Griffen 816-407-3300	Summer 2023 Asphalt Overlay 7,250 tons	\$ 1,647,500 100%
5	Cass County Missouri County Overlay 2023 Lindsey Chaffin 816 945-9422	Summer 2023 Asphalt Overlay 19,000 tons	\$ 2,129,000 100%
6	Platte City, Missouri Platte City Special Overlay 2023 Frank Offutt 816-858-2342	Spring 2023 Asphalt Overlay 5,700 tons	\$ 565,725 100%
7	Overland Park, KS 2023 UBAS Overlay Wayne Gudenkauf 913 895-6042	Summer 2023 Asphalt Overlay 7,400 tons	\$ 5,092,000 100%
8	Kansas City, Missouri City of Kansas City 22-1 Overlay Garrett Ross 816 513-4701	Summer 2023 Asphalt Overlay 140,000 tons	\$ 14,421,425 100%
9	City of Liberty 2023 Liberty Street Maintenance Pavement Restoration Joshua Martinez 816-439-4502	Summer 2023 Asphalt Overlay 7,700 tons	\$ 1,096,567 100%

Equipment/Component	Vin Number
Department: 10 Paving Equipment	
Category: 2300 Pavers	
2341	Spray Paver SP200X114
2346	Paver TJ500324
2347	Paver TJ500496
2348	Paver MH600222
2349	Paver OTJ500838
2350	Paver OTJ501134
2351	Integral Spray Pave System TG000087
2352	Paver ETJ501299
2353	Paver TJ501363
2354	Paver- 8' 45300119
2355	Paver-10' TJ501432
2356	Spray Paver SP-200E-4033
12305	PAVER, 8 FOOT GNZ00515
Category: 2400 Mills	
2449	Mill 05220154
2455	Mill 7220040
2456	Mill 7220045
2463	Mill 11220042
2467	Mill 11220104
12401	MILL 5220167
Category: 2401 4' Milling Machine	
2459	Mini Mill 0NJX00105
2461	Mini Mill- 20" 12050040
2469	4' Mill NJX00219
Category: 1802 Roller-84" Vibe	
1885	Roller-84" Vibratory 0M9400200
1886	Roller-84" Vibratory 0M9400275
Category: 1600 Rollers-Pneumatic Tires	
1626	Rubber Tire Roller 901A22231137
1627	Rubber Tire Roller 901A22231135
1628	Rubber Tire Roller 901A2221046
1629	Rubber Tire Roller 901A22231047
1630	Rubber Tire Roller 861538721105
11603	RUBBER TIRE ROLLER 109A22201695
11604	RUBBER TIRE ROLLER 2112
11605	RUBBER TIRE ROLLER 109A22201775
Category: 1800 Roller-66" Vibe	
1872	Roller 109C20902467
1875	Roller 901D20901030
1876	Roller 901D20901034
1877	Roller 901D20911024
1878	Roller 901D20911025
1879	Roller JLM00463
1880	Roller JLM00310
1881	Roller 901D20901060
1882	Roller 901D20901065
1887	Roller-66" Vibe L9R00116
1888	Roller-66" Vibe L9R00113
1889	Roller-66" Vibe L9R00170
1890	Roller-66" Vibe L9R00173
1891	Roller-66" Vibratory L9R00100
1892	Roller-66" Vibratory L9R00363
11803	ROLLER EAA00130
11805	ROLLER EAA00402
11806	ROLLER OJLM00644
11807	ROLLER OJLM00648
11808	ROLLER OK3J00223

**WRITTEN STATEMENT OF CONSENT TO ACTION TAKEN IN LIEU OF A SPECIAL
JOINT MEETING OF THE BOARD OF MANAGERS AND MEMBERS OF
SUPERIOR BOWEN ASPHALT COMPANY, LLC**

January 6, 2023

In lieu of a special meeting of the Manager and Member of Superior Bowen Asphalt Company, LLC, a Missouri limited liability company (the "Company"), the undersigned, constituting the sole Manager and Member of the Company, hereby consents to the adoption of, and hereby adopts, the following resolution.

Background

A. The following persons are officers of the Company:

Name	Officer Title
Mathew (Trey) J. Bowen, III	Chief Executive Officer
Mathew Bowen	Chief Operating Officer
Amanda Mohr	President
Chelsey Ryerson	Treasurer and Secretary
Julie Bowen	Assistant Secretary
Sara Meinhard	Assistant Secretary

B. The Manager and Member wish to update the authority vested in each of the officers related to executing and delivering agreements, certifications, and other documents or instruments in connection with the Company's business activities.

Resolution

The Manager and Member hereby resolve as follows:

- I. The Member of the Company is authorized and directed to execute and deliver such agreements, certificates, and other documents or instruments in connection with the Company's business activities as the Member deems appropriate.
- II. The Chief Executive Officer, Chief Operating Officer, President, and Treasurer are singly authorized and directed to execute and deliver such agreements, certificates, and other documents or instruments in connection with the Company's lawful business activities necessary to carry out the purpose and intent of the Company.
- III. The Chief Executive Officer, Chief Operating Officer, President, and Treasurer are, and each hereby is, authorized in the name of and on behalf of the Company, to establish accounts with such financial institutions located in such cities and states as they deem advisable, and that such accounts be established in accordance with and governed by the general rules and regulations of such financial institutions.
- IV. Member hereby approves and adopts any and all additional resolutions required by any such financial institution to facilitate the establishment of such accounts.

- V. The Chief Executive Officer, Chief Operating Officer, President, and Treasurer are, and each hereby is, authorized to certify to any such financial institution that the resolutions in the particular form required by such financial institution were duly adopted and approved by the Member of the Company on the date on which these resolutions were adopted, or any date subsequent thereto, and such officers are instructed to retain a copy of the resolutions in the permanent records of the Company. The Chief Executive Officer, Chief Operating Officer, President, and Treasurer is hereby authorized to certify and deliver copies of these resolutions from time to time as required by Company management. -----
- VI. Any and all actions taken by any authorized person in connection with the matters contemplated by the foregoing resolutions be, and the same hereby are, in all respects ratified, confirmed, and approved.

IN WITNESS WHEREOF, the undersigned members have executed this written consent effective as of the date first written above.

MANAGER:

LEGACY INFRASTRUCTURE GROUP, LLC


Mathew J. (Trey) Bowen, III, President & CEO

MEMBER:

LEGACY INFRASTRUCTURE GROUP, LLC


Mathew J. (Trey) Bowen, III, President & CEO

Trey Bowen (CEO) has been in the family business since a young age and has served as CEO since 2016. Received a Bachelor of Business Administration degree from the University of Notre Dame.

Matt Bowen (COO) received a bachelor's degree in civil engineering Santa Clara University in 2004 and joined the family business in 2008. Matt has been COO since 2016.

Amanda Mohr (President) has been with Superior Bowen since 2020. She previously worked at Summit Materials as their CFO. Amanda received her Bachelor of Business Administration degree from Pittsburg State University in 1996.

Chelsey Ryerson (Sec/Treas) has been with Superior Bowen since 2022 and is our director of finance and shared services.

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

- 2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

- 3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675
- 3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

FEDERAL WORK AUTHORIZATION

STATE OF MISSOURI

COUNTY OF Jackson

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____

Amanda Mohr, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Amanda Mohr and I am currently the President of Superior Bowen Asphalt Company, LLC hereinafter "Contractor"), whose business address is 520 W. Pennway St., Suite 300 Kansas City, MO 64108, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and The City of Liberty, MO

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Amanda Mohr

(SIGNATURE)

Amanda Mohr

[printed name], Affiant

Subscribed and sworn to before me this 21st day of February, 2024



Callie Grace Starks

Notary Public State of Missouri

My Commission Expires: 2/28/26

Commissioned in Jackson County

Commission #: 22409108

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.



Company ID Number: 181510

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Superior Bowen Asphalt Company LLC

Company Facility Address: 11030 Hickman Mills, CH

Kansas City, MO 64131

Company Alternate

Address: P.O. Box 9659

Kansas City, MO 64131

County or Parish: JACKSON

Employer Identification

Number: 431851896

North American Industry

Classification Systems

Code: 237

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 181510

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-484-4218.

Employer Superior Bowen Asphalt Company LLC

Greg D Shook

(Type, Print, or Print)

Title

Electronically Signed
Signature

01/16/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

(Type, Print, or Print)

Title

Electronically Signed
Signature

01/16/2009

Date

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On the 19th day of December, 2011, before me appeared Greg Shook
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the CFO/Asst Secy of Superior Bowe-Hartelt Co. LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Greg Shook
Affiant Signature

Subscribed and sworn to before me in _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]



Company ID Number: 181510

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Superior Bowen Asphalt Company LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 181510

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Greg D Shook	Fax Number:	(816) 765 - 0945
Telephone Number:	(816) 765 - 1313		
E-mail Address:	gdshook@superiorbowen.com		

Name:	Carl B Alford	Fax Number:	(816) 765 - 0945
Telephone Number:	(816) 765 - 1313		
E-mail Address:	cballford@superiorbowen.com		

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 30

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 024

CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.71
Boilermaker	\$33.49*
Bricklayer	\$59.97
Carpenter	\$61.87
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.31
Plasterer	
Communications Technician	\$63.17
Electrician (Inside Wireman)	\$69.27
Electrician Outside Lineman	\$62.80
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.49*
Glazier	\$33.49*
Ironworker	\$67.92
Laborer	\$49.75
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.81
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.84
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$51.95
Plumber	\$75.62
Pipe Fitter	
Roofer	\$58.52
Sheet Metal Worker	\$70.65
Sprinkler Fitter	\$64.91
Truck Driver	\$33.49*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.71
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$62.80
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.36
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.41
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.25
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and Superior Bowen Asphalt Company, LLC ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Milling
- B. Conventional Asphalt Overlay
- C. Full Depth Asphalt Pavement Repair
- D. Thermoplastic Pavement Marking.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 STREET MAINTENANCE PAVEMENT RESTORATION – PROJECT NO. 24-002**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.
- 3.02 The Owner has retained the office of the City Engineer of the City of Liberty ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. Contractor shall complete the work in accordance with the contract documents between the dates of April 1, 2024 and September 27, 2024. City shall be notified of the start date a minimum of three weeks prior to the start date of construction.
- B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed
- C. Latest Substantial Completion:.....September 13, 2024
- D. Latest Final Completion Date.....September 27, 2024

- E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):
1. Milestone 1 – Surface Paving. Surface Paving of street segment must be completed within 7-week days of completion of removal of surface paving of said street segment.
 2. Milestone 2 - Permanent Pavement Markings. Permanent Paving Markings of street segment must be completed within 14-week days of completion of final surface paving of said street segment.
 3. Milestone 3 – Restoration of Yards. Yards disrupted during construction must be restored within 14-week days of the disruption.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$N/A.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): \$1,288,692.00.

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General

Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$N/A.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all, if any,: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-

house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Prevailing Wage (section C-470, inclusive).
 - 2. MO Annual Wage Order No. 29 (section C-471, inclusive).
 - 3. This Agreement (section C-520, inclusive).
 - 4. Performance and Maintenance bond (section C-610, inclusive).
 - 5. Payment bond (section C-615, inclusive).
 - 6. General Conditions (section C-700, inclusive).
 - 7. Supplementary Conditions (section C-800, inclusive).
 - 8. Job Special Conditions (section C-810, inclusive).
 - 9. Specifications as listed in the table of contents of the Project Manual.
 - 10. Addenda (numbers __, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (section C-410, inclusive).
 - b. 2024 General Project Location Map (Exhibit A)
 - c. 2024 Summary of Estimated Quantities (Exhibit B)
 - d. Anti-Discrimination Against Israel Act Certification (Exhibit C)
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **City of Liberty, Missouri**

CONTRACTOR:

Superior Bowen Asphalt Company, LLC

By: Greg Canuteson

By: 

Title: Mayor, City of Liberty MO

Title: COO

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: 

Title: _____

Title: Estimator / Project Manager

Address for giving notices:

Address for giving notices:

520 W. Pennway St., Suite 300

Kansas City, MO 64108

License No.: Liberty (LIC-02-23-0028)
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR (name and address):

Superior Bowen Asphalt Company, LLC
520 W Pennway, Suite 300
Kansas City, Missouri 64183

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER (name and address):

City of Liberty, Missouri
101 E Kansas St.
Liberty, Missouri 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Million, Two Hundred Eighty Eight Thousand, Six Hundred Ninety Two and 00/100 (\$1,288,692.00)

Description (name and location): **2024 Liberty Overlay in Liberty, Missouri**

BOND

Bond Number: **107962410**

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Million, Two Hundred Eighty Eight Thousand, Six Hundred Ninety Two and 00/100 (\$1,288,692.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Superior Bowen
Asphalt Company, LLC (seal)
Contractor's Name and Corporate Seal

By: [Signature]
Signature

MATHEW J. BOWEN
Print Name

COO
Title

Attest: [Signature]
Signature

Estimator / Project Manager
Title

SURETY

Travelers Casualty and Surety
Company of America

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Kara M. Foulk
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Client Manager
Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):
Superior Bowen Asphalt Company, LLC
520 W Pennway, Suite 300
Kansas City, Missouri 64108

SURETY (name and address of principal place of business):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER (name and address):
City of Liberty, Missouri
101 E Kansas St.
Liberty, Missouri 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Million, Two Hundred Eighty Eight Thousand, Six Hundred Ninety Two and 00/100 (\$1,288,692.00)

Description (name and location): 2024 Liberty Overlay in Liberty, Missouri

BOND

Bond Number: 107962410

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount: One Million, Two Hundred Eighty Eight Thousand, Six Hundred Ninety Two and 00/100 (\$1,288,692.00)

Modifications to this Bond Form: ☒ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Superior Bowen
Asphalt Company, LLC (seal)

Contractor's Name and Corporate Seal

By: [Signature]
Signature

MATHEW J. BOWEN
Print Name

CGO
Title

Attest: [Signature]
Signature

Estimator / project Manager
Title

SURETY

Travelers Casualty and Surety
Company of America

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Kara M. Foulk
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Client Manager
Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

19. Modifications to this Bond are as follows:



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

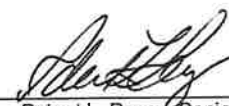
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kara M Foulk** of **KANSAS CITY**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

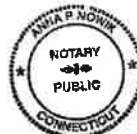
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

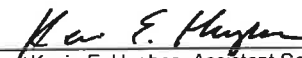
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. **Builder's Risk:** Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
- 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 - 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a “Public Works Contract” as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. Not used.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>505,520</u>
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2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>3,370,137</u>
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Products - Completed Operations Aggregate	\$ <u>3,370,137</u>
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Personal and Advertising Injury With employment exclusion deleted	\$ <u>3,370,137</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$ <u>3,370,137</u>
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3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of	\$ <u>3,370,137</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>3,370,137</u>
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General Aggregate	\$ <u>3,370,137</u>
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5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>Not Applicable</u>
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General Aggregate	\$ <u>Not Applicable</u>
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If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	\$ <u>3,370,137</u>
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Annual Aggregate	\$ <u>3,370,137</u>
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ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor’s employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state “No Sunday work shall be allowed.”

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. **Completion:**

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. **The RPR shall not:**

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. **Construction Equipment and Machinery:**

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in

such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-19.01 The following paragraph shall be added as Paragraph 19.01.

SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo: Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

SC-19.02 The following paragraph shall be added as Paragraph 19.02.

SC-19.02 Anti Discrimination Certification RSMo 34.600: Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

SC-19.03 The following paragraph shall be added as Paragraph 19.03.

SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits: Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SPC-1.01 SCOPE OF WORK

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish milling, conventional asphalt overlay, full depth asphalt pavement repair, manhole adjustments, pavement marking with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job. More specifically the streets, are:

2024 STREET MAINTENANCE PAVEMENT RESTORATION PROJECT

Overlay Depth	Street	From	To
1.5"	B Highway	H Highway	69 Highway
1.5"	H Highway	E Mill St	E City Limits
1.5"	N Lightburne St	E Mill St	Shepherd Rd

Refer to Project Manual Exhibit B for a more detailed list of estimated quantities striping and special job site conditions.

SPC-2.01 Contract Special Conditions

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions

SPC-2.02 Asphalt Cement Price Index

This is the method of price adjustment for asphalt concrete materials (regardless of the type) used on the Project. Adjustments will be made to the unit prices used to determine payments due the Contractor for any asphalt concrete base or asphalt concrete surface when the monthly average price for the asphalt cement price has fluctuated from the price determined on the month the project was bid. Adjustment calculations are based on PG64-22, but will apply equally to all grades of asphaltic cement. The calendar month price shall be obtained as follows:

The midpoint of the published low and high prices taken from the "Asphalt Weekly Monitor"® Kansas City Area, published by Poten & Partners Inc. The weekly report which encompasses the 15th day of each month will be used to determine the Kansas City Area index Price.

The price adjustment will be applied to the percent of asphalt binder used in the mix design of the asphaltic concrete approved for the project. The method of determining the amount shall be based on the percentage of virgin asphalt contained in the approved design mix. The effective asphalt content obtained from the use of recycled asphaltic concrete pavement (RAP) will not be eligible for adjustment.

To determine the adjustment the following formula shall be used:

$$A = (B \times C) \times (D - E) \text{ Where}$$

A= Adjustment for mix placed during monthly average index period.

B= Tons of Mix placed during the monthly average index period.

C= % of virgin asphalt binder as listed in the job mix formula in use.

D= Monthly average price at time of mix placement.

E= Monthly average price listed in bid proposal.

The Engineer will make adjustment payments (or deductions) for the applicable work completed. If the contract time has expired payments (or deductions) will continue to be applied, but the adjustment will be based on the index for the month the contract expired.

SPC-3.01 Contractor Furnished Staking

- A. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- B. All survey and staking work performed under this contract shall be done to the lines, grades and elevations shown on the plans and shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- C. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- D. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

SPC-4.01 Traffic Control and Routing

All costs for traffic control shall be considered incidental to the work and no direct payment shall be allowed.

- A. Flaggers and lane closures shall be required for N. Lightburne St., B Highway and H Highway.
- B. A dedicated Traffic Control Plan shall be required for N. Lightburne St., B Highway and H Highway. Traffic Control Plans shall be submitted to the Owner for review. Written approval from the Owner is required prior to implementation.
- C. Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.
- D. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- E. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- F. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.

- G. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- H. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
- I. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- J. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-5.01 Fees for Construction Permits

The City agrees to waive all fees construction permits, as required by the City, associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

All permits necessary for work adjacent to or within State and/or Rail Road Right of way shall be subsidiary to the contract and no direct payment will be made to the Contractor. Such permits shall be secured by the Contractor prior to the start of work.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

- A. Asphalt surface materials and placement shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design a performance test-based crack resistant and rut resistant asphalt mix that meets flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-18.01.3 and SPC-18-01.4.
- B. The Contractor shall provide a smooth transition from the resurfaced roadway section to the existing pavement at intersections and driveways as directed by the Engineer or his representative in the field.

- C. **Conventional Paving:** The bituminous paver shall be equipped with automatic screed controls as set forth in the above referenced Liberty Technical Specifications. Reference grade shall be established by the Contractor at his expense in connection with construction staking.
- D. **Low-Tracking or Non-Tracking Tack Coat:** A Low-Tracking or Non-Tracking Tack Coat shall be used in the preparing and treating of existing bituminous or concrete surface prior to an asphalt overlay.
- a. **Requirements:** Products accepted for use as low-tracking or non-tracking tack shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the surface to be overlaid becomes visible or void of tack prior to the placement of the asphaltic concrete pavement mixture. The tack material shall exhibit a low-tracking or non-tracking characteristic within 30 minutes of being applied to the roadway. Products accepted for use shall exhibit a laboratory "no-pick-up" time of 60 minutes or less. The product shall bond the two pavements. Products accepted for use shall exhibit a laboratory bond strength greater than or equivalent to a standard SS-1h tack material. The test method used may be any AASHTO, ASTM method or other approved research test methods.
 - b. **Equipment and Construction Requirements:** All equipment and construction requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.
 - c. **Storage and Handling:** All storage and handling requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner.
 - d. **Distributor:** All Distributor requirements shall be in accordance with the product manufacturer. A copy of this information shall be provided to the Owner. If the particle charge of the low-tracking or non-tracking tack is different from the particle charge of the emulsion that was previously used then the tank shall be thoroughly cleaned prior to use, since some products are not compatible.
 - e. **Curing:** In lieu of product manufacturer specified cure times the low-tracking or non-tracking tack shall be allowed 15-30 minutes to cure prior to any construction traffic driving on the tacked surface. A minimum 15 minutes of cure time shall be allowed prior to driving on the tacked surface, unless less cure time is successfully demonstrated and approved by the Owner.
 - f. **Supplier Information:** the low-tracking or non-tracking tack materials are a different type of product compared to conventional tack. There may be multiple products that can meet the low-tracking or non-tracking tack requirements. All products that achieve equivalent field performance will be allowed.
 - g. **Material Requirements:** All material shall be in accordance with the below material specifications. Contractor shall supply to Owner testing data verifying that Tack meets the below listed properties.

Emulsion Properties for Low-Tracking or Non-Tracking Tack Coat			
Parameter	Test Method	Min	Max
Viscosity, Saybolt Furol @ 25°C (77°F), s	AASHTO T 59 or ASTM D88	10	100
Storage Stability Test, 24 hr, %	AASHTO T 59 or ASTM D244	---	1.0

Sieve Test, percent	AASHTO T 59 or ASTM D244	----	0.30
Residue by Distillation, %	AASHTO T 59 or ASTM D244	50	----
Oil Distillate by Distillation, %	AASHTO T 59 or ASTM D244	----	1
Test on Residue from Distillation			
Parameter	Test Method	Min	Max
Penetration 25°C (77°F), 100g, 5 s	ASTM D5	----	90
Solubility in Trichloroethylene, %	AASHTO T 44 or ASTM D2042	97.5	----

- h. Method of Payment: Tack is a subsidiary of the Asphalt line item and no additional payment for Tack shall be made.

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-9.01 Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hanger notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Pre-printed door hanger notifications shall be supplied by the City of Liberty, but placed by the Contractor.

The Contractor shall not be allowed to commence work if Public Notification has not been made.

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

SPC-11.01 Pavement Markings

This work shall consist of the installation of the pavement markings to replace the current marking pattern. The Contractor shall be required to inventory the existing pavement markings prior to milling operations for use in layout of re-striping following paving operations. Pavement marking inventory work shall be incidental to the pavement marking pay items. The pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications. All pavement marking symbols shall conform to the (MUTCD) and be thermoplastic. This work shall include all labor, materials and equipment necessary to complete the work. Removal of existing pavement markings when necessary shall be ground off; blacking-out existing markings with paint or other surface treatments other than grinding will not be acceptable.

New crosswalks shall be two parallel 6" wide solid white lines spaced a minimum of 6 feet apart.

SPC-12.01 Cold Milling

All curb and gutter streets shall be edge milled. However, streets or portions thereof shall be full width milled if the existing pavement crown cross slope is 3% or greater, or full width milling is required to achieve positive drainage (i.e. intersections, correction of "bird-baths," etc.).

1. Edge milling shall be 1 ½" in depth at curb side and ½" at opposite edge of the milling cylinder. The balance of the street surface shall be textured milled.
2. Full width milling shall be 1 ½" in depth at edge or curb side of the street and extend full width across the street providing a smooth surface.
3. Bridge deck and approach surfaces shall not be milled.
4. Joints shall be milled on all streets (curbed and non-curbed) where new paving matches existing pavements, curbs, ramps, and drive approaches.
5. Full depth milling shall be the full depth of the existing pavement up to a maximum of 8" depth as located in the field and incidental to the Full Depth Repair pay item.
6. Structures in the street such as manholes, water valves, survey monument boxes, utility vaults, etc. shall be adjusted to match finished asphalt surface grade. Structures may be milled around on all streets, or riser rings may be used for manholes and water valves which shall be furnished and installed by the Contractor with the cost incidental to the milling and/or paving pay items. Grade adjustments to all other structures (utility vaults, survey monument boxes, etc.) shall be done as necessary to meet finished asphalt surface grade by milling, riser rings, or other means by the Contractor with the cost incidental to the milling and/or paving pay items.
7. Millings shall be disposed of by the Contractor. Collection and removal of Millings shall be considered incidental to the Cold Milling contract line item and no additional payment shall be made.

SPC-14.01 Full Depth Pavement Repair

- A. Full Depth Pavement Repair: Shall be used as needed and marked in the field by the Owner's Representative. The patch shall be a minimum of 6' wide as measured perpendicular to the longitudinal length of the road. Removal of failed asphalt pavement (by milling or other means) and replacement with new asphalt pavement shall be up to 8" depth from milled surface elevation. Asphalt material placed in the patch shall be incidental to this item.
 - (1) Areas with significant mud pumping shall be undercut by milling or excavator up to 8" below the milled surface elevation and replaced with 3" minus crusher run or asphalt hot mix.

- (2) If deeper undercutting is required, additional compensation shall be paid proportionally as additional full depth pavement repair area. For example, if 100 SY of area is undercut 16", payment will be 200 SY of Full Depth Asphalt Pavement Repair (8").

SPC-15.01 Balanced Asphalt Mix Design and Testing

Asphalt surface materials shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base. However, balanced mix design principles shall be used to design an economical, crack resistant, and rut resistant asphalt mix that meets performance test based flexibility index (FI) and rut resistance (HWT) criteria detailed in SPC-18.01.3 and SPC-18.01.4.

Acceptable test results meeting the FI and HWT shall be submitted with the mix design for approval. Acceptable Performance Grade binders shall be PG 64-22 or PG 64-28, or other as approved by the City Engineer.

Quality Control (QC) testing performed by the contractor is incidental to the asphalt paving pay items. Quality Assurance (QA) testing furnished and paid for by the City shall be performed at the discretion of the City Engineer and coordinated with the contractor. A favorable comparison will be achieved if the results for QA and QC are within 30%.

1. **Performance Testing:** Quality Control (QC) testing for Flexibility Index (FI) and Hamburg Wheel Track (HWT) Testing will be required by the contractor on the first full day of production for mainline pavement. Testing will not be required for days with less than 200 tons of production. Random testing location will be determined by the engineer.
2. **Mix Sampling and Preparation:** Loose mix may be sampled from the roadway or the plant, in accordance with AASHTO R 97. No conditioning will be performed on the plant mixed samples. Lab mixed samples for mix design submittal shall be short term conditioned in accordance with AASHTO R30 prior to splitting. All loose mix material shall be allowed to cool to room temperature and then reheated to compaction temperature for splitting to the appropriate size in accordance with R47. Samples shall then be heated to the compaction temperature +/- 3 C prior to molding. The specimens shall be compacted to 7.0 +/- 0.5% air voids.
3. **Flexibility Index Testing:** The Flexibility Index (FI) testing will be completed in accordance with I-FIT (Illinois Flexibility Index Test) Procedure 405 dated 01/01/2016 available at https://www.modot.org/sites/default/files/documents/Illinois_Flexibility_Index_Test.pdf. In lieu of the FI, the Ideal CT criteria may be substituted using the limits shown below. The Ideal Cracking Test (CT) criteria may be substituted using the limits shown below. The Ideal CT shall be completed in accordance with ASTM D8225 and at a test temperature of 25 C when used.

FLEXIBILITY INDEX	Ideal CT	PASS / FAIL
NMAS* < 190	NMAS* < 190	
< 2.0	< 32	FAILED
> 2.0	> 32	PASSED

*NMAS = Nominal Maximum Aggregate Size

4. **Hamburg Wheel Track:** Hamburg Wheel Track testing will be completed in accordance with AASHTO T324 at test temperature of 50 C and 62 mm specimen height.

PG Grade	Minimum Wheel Passes	Maximum Rut Depth
----------	-------------------------	----------------------

64-22	10,000	12.5 mm
64-28	10,000	12.5 mm

5. **Design Gyration:** The number (N) of gyrations required for gyratory compaction shall be in accordance with KC Metro APWA Type 5-01.
6. **VFA Requirements:** Voids Filled with Asphalt (VFA) shall be omitted provided that the Hamburg Wheel Tracking Requirements are satisfied and the Flexibility Index is above 2.
7. **Removal Limits:** If corrective action is necessary as a result of failed QA/QC testing, cost of testing and necessary corrective action will be borne by the Contractor. Failure results of IF or HWT tests will result in immediate shutdown of operations and removal of materials placed that day at the contractor's expense. Operations may resume when the contractor is confident that production and placement will meet the performance requirements. Testing (QC and QA) will be required following resuming of operations and shall be at the cost of the contractor.

SPC-16.01 Measurement and Payment

A. General:

1. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
2. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

B. Asphaltic Concrete (conventional paving overlays):

1. Asphaltic Concrete (All types) shall be measured by the tons of material placed. Measurement shall be computed from the ticketed quantities for materials placed and accepted.
2. Payment will be made at the contract unit prices bid as shown in the proposal for Asphaltic Concrete Surface (All Types). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
3. Paving tack is subsidiary to the asphalt item.

C. Cold Milling:

1. Cold milling shall be measured by the square yard of cold milling completed as indicated on the plans and shall include all sweeping, collecting and disposal of millings and related work.
2. Payment will be made at the contract unit price bid as shown in the proposal for cold milling. Payment shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the work.

D. Thermoplastic Striping and Permanent Marking:

1. Thermoplastic longitudinal and skip striping shall be measured by the linear feet of pavement marking placed.
 - a. Skips shall be 6" wide and 12' long with 30 foot gap spacing. Double yellow shall be 6" wide with 4" gap between longitudinal lines. Double yellow shall be measured by linear foot of pavement marking placed; for example, 1000 linear feet of roadway striped with double yellow would be measured and paid as 2000 linear feet of double yellow striping.
2. Arrows and Words shall be thermoplastic and counted as each.
3. Stop Bars shall be measured by the linear feet of 24" striping.
4. Crosswalks shall be two parallel 6" white stripes transversely placed across the street a minimum of 6' apart and measured by the linear feet of 6" striping.
5. Railroad Crossing symbols shall be thermoplastic and counted as each. Symbols shall include all words, symbols, and lines necessary to comply with MUTCD standards.
6. Contractor will be responsible for inventory of the existing pavement markings prior to milling operations. Inventory work shall be incidental to the pavement marking pay items.
7. Payment will be made at the Contract unit price bid as shown in the proposal for each type of striping installed and accepted, which prices shall be full compensation for all labor, materials, equipment and incidentals necessary to complete the striping operation.

E. Traffic Control:

1. Traffic control for all project construction shall be subsidiary to other items of work and no additional compensation allowed.

F. Full Depth Asphalt Pavement Repair (Overlay Streets - Spot Locations):

1. Full depth pavement repair shall be measured by the square yard of material placed up to 8" depth below milled surface elevation. Deeper patches may be paid at a price proportional to the 8" depth unit price. Measurement shall be to the nearest square yard prior to the placement of final asphalt.
2. Payment will be made at the contract unit prices bid as shown in the proposal for Full Depth Pavement Repair (spot locations). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

G. State and Rail Road Permits

1. All State and/or Rail Road Permits required for work within or adjacent to State and/or Rail Road Right of Way shall be subsidiary to other items of work and no additional compensation allowed.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: Superior Bowen Asphalt Company, LLC

ADDRESS: 520 W Penway Suite 300

CITY/STATE/ZIP: Kansas City, MO 64106

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: 24-002

PROJECT DESCRIPTION: Street Maintenance Pavement Restoration

PROJECT LOCATION: **City of Liberty, Missouri** – Various Locations throughout City

DATE OF CONTRACT: 03-25-2024 DATE PROJECT TO BEGIN: 04-01-2024

ESTIMATED PROJECT COMPLETION DATE: 10-01-2024 REVISED COMPLETION DATE: NA

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

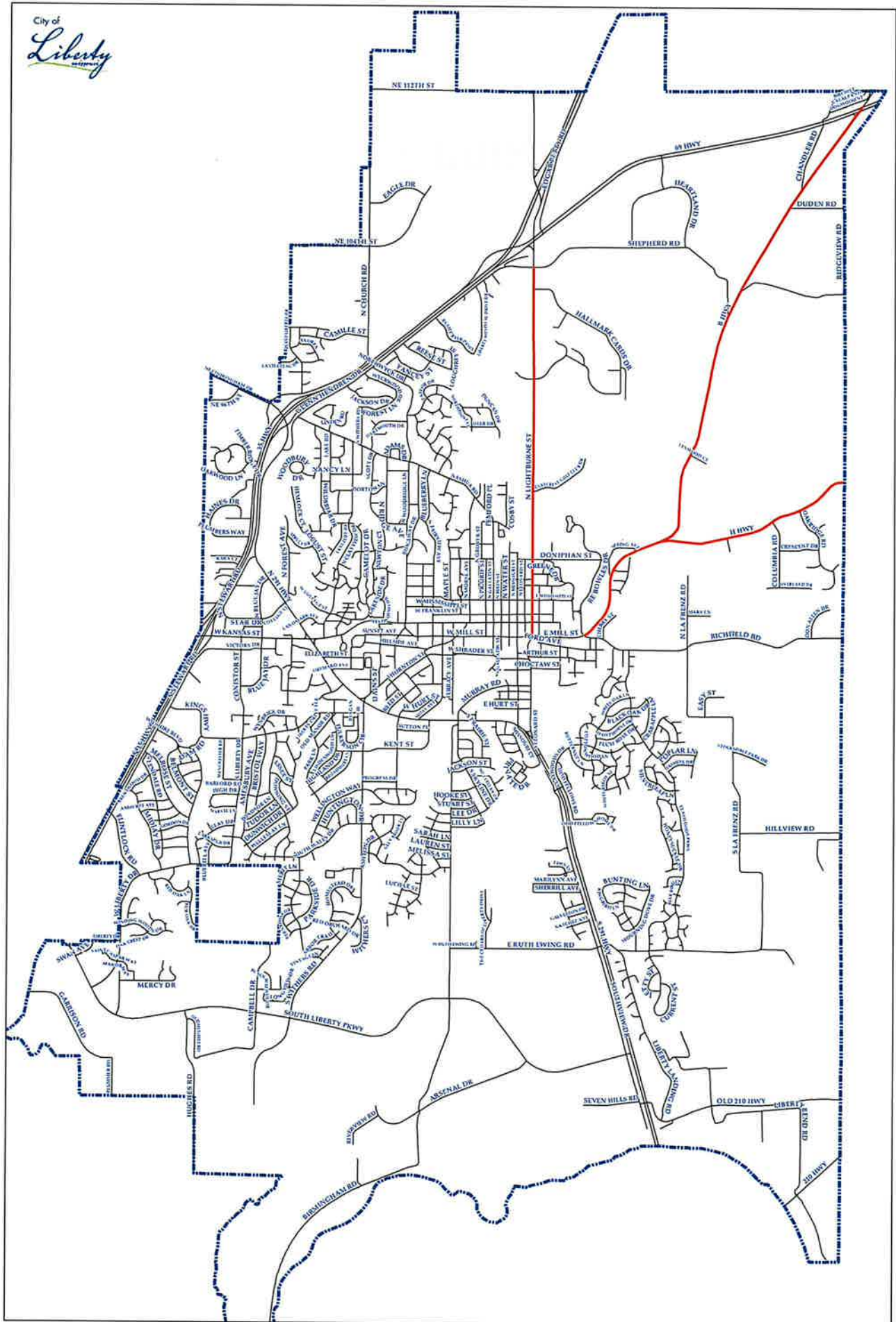
Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

EXHIBIT A



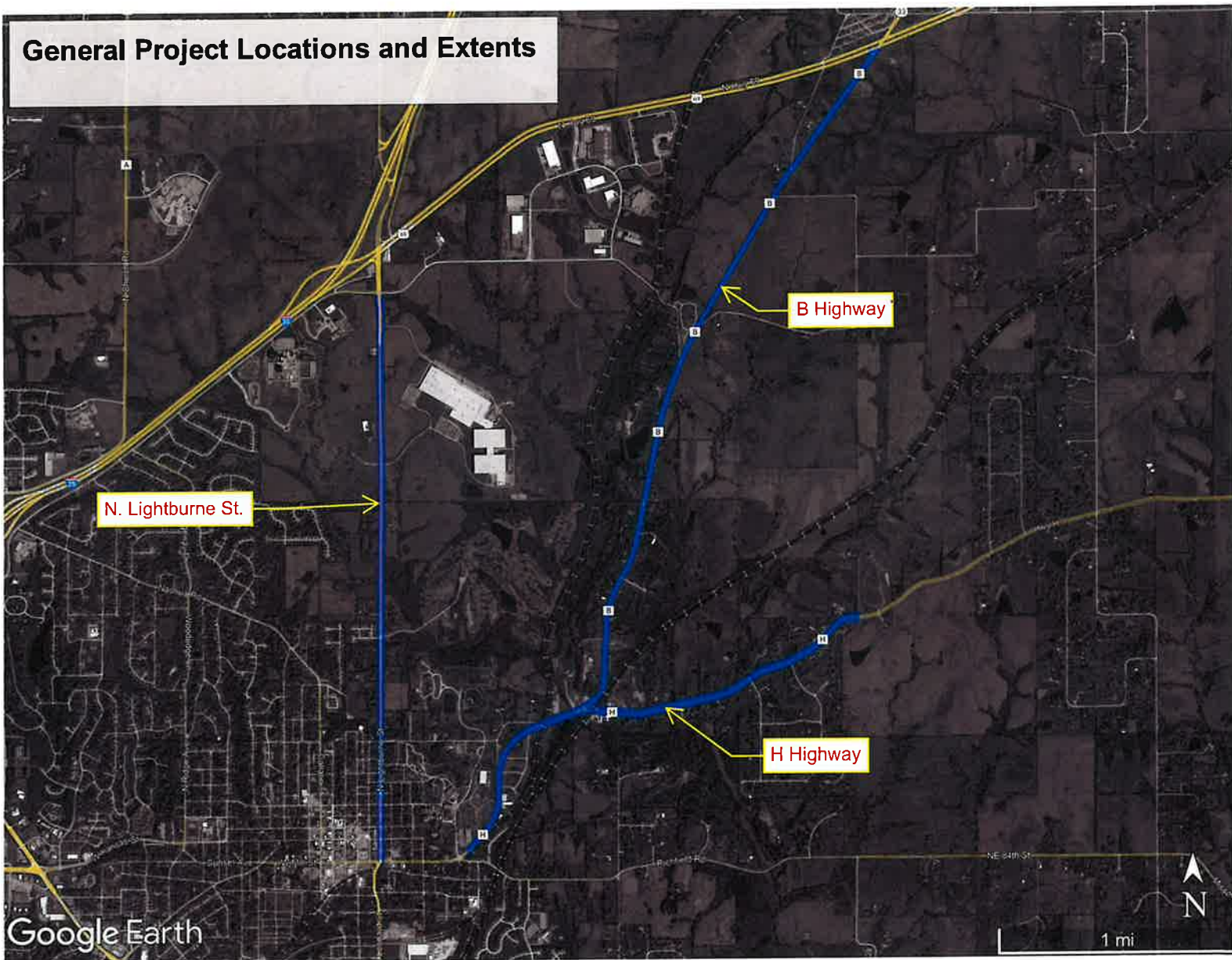
**2024 Proposed
Pavement Maintenance**

— Proposed 2024 Overlay — City of Liberty



Date: 2/21/2024

General Project Locations and Extents



N. Lightburne St Project Termini



H Highway Project Termini



B Highway Project Termini

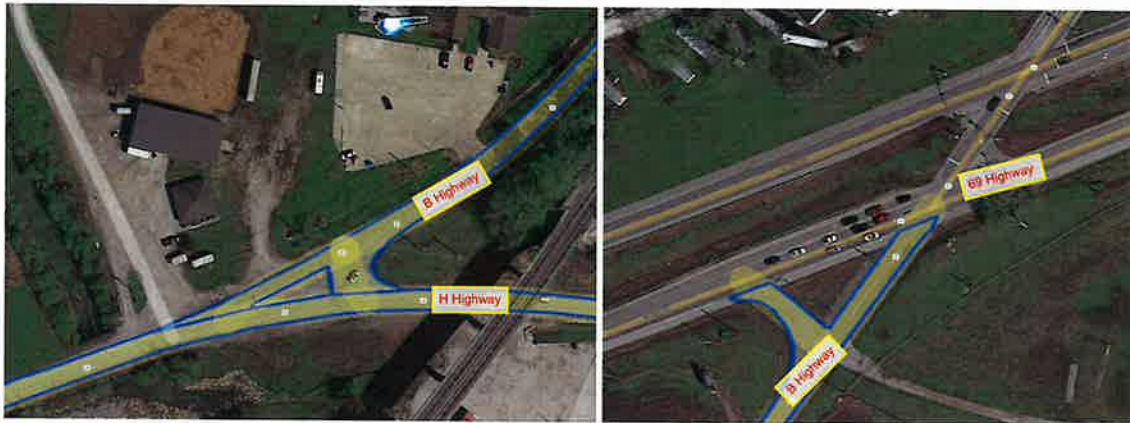


EXHIBIT B

Summary of Estimated Quantities for City of Liberty Project 24-002																
Street	From	To	Road Area (sqyd)	Overlay Depth (in)	Full Depth (Assumed)	6" Solid White Parallel Cross Walk (L.F)	24" Stop Bar (L.F)	Yield Triangles (L.F)	Turn Arrow (E.A)	4" Sticks Yellow (L.F)	4" Solid Double Yellow (L.F)	4" Lane Line Yellow (L.F)	6" Solid Edge Line White (L.F)	4" Solid Lane Line White (L.F)	Rail Road Crossing (E.A)	Asphalt Tonnage per Street (tons)
B Hwy	Hwy 69	Hwy 11	49,600	1.5	82	0	19	0	9	1,739	23,030	2,486	0	32,830	0	3,990
H Hwy	E Mill St	E City Limits	29,848	1.5	60	0	25	0	2	7,453	7,942	2,238	21,776	0	1	2,899
N Lighthouse St	E Mill St	Shepherd Rd	40,262	1.5	81	200	50	35	9	5,658	17,028	2,476	18,624	728	0	3,911
			119,800		225	200	85	35	11	16,850	50,000	7,200	40,400	33,550	1	10,800

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: 
[signature]

Matt Bowen
Print Name

Its: COO
[list title]



SUPEBOW-01

DLAFFOON

DATE (MM/DD/YYYY)

2/21/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHT Insurance, A Baldwin Risk Partner DBA BCP Tech 1511 Baltimore, Ste 200 Kansas City, MO 64108	CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): E-MAIL ADDRESS: certificates@brushkc.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN CONTRACTORS INSURANCE COMPANY RISK RETENT	
INSURED Superior Bowen Asphalt Company, LLC 520 W Pennway St. Suite 300 Kansas City, MO 64108	INSURER B: XL Specialty Insurance Company 37885	
	INSURER C: ACIG Insurance Company 19984	
	INSURER D: Berkley Assurance Company 39462	
	INSURER E: Travelers Property Casualty Company of America 25674	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GL23A00095*	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000 STOP GAP \$ 10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AL23000040	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			US00084656LI23A	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA000030823	6/1/2023	6/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Prof/Pollution Liab.			PCAB-5022312-0623	6/1/2023	6/1/2024	Ea Claim/Aggregate* 20,000,000
E	☒ Leased Equipment			6305K196395	11/30/2023	11/30/2024	Any One Item 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 Street Maintenance Pavement Restoration, Project No. 24-002

Certificate Holder & Engineer are Additional Insured on a primary & non-contributory basis on all lines of coverage listed above except Work Comp/Emp.Liab. Waiver of subrogation is applicable on all lines of coverage as required by written contract and as allowed by law.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LIBERTY
101 E. KANSAS
P.O. BOX 159
LIBERTY,, MO 64068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS AND
POWER OF ATTORNEY

DATE: February 21st, 2024
To: City of Liberty, Missouri
Contractor: Superior Bowen Asphalt Company, LLC
Projects: 2024 Liberty Overlay
Bond #107962410

Dear Sir or Madam:

The undersigned is an authorized representative of **Travelers Casualty and Surety Company of America**, the surety for **Superior Bowen Asphalt Company, LLC** for and during the entire period of construction of the project described above.

Authorization is hereby given by the surety to: **City of Liberty, Missouri** to insert the date of the execution of the contract on the bonds and the power of attorney.

Travelers Casualty and Surety Company of America

Kara M. Foulk, Attorney-in-Fact

BCP Tech | A Baldwin Risk Partner
1511 Baltimore, 2nd Floor
Kansas City, MO 64108
T: (816) 523-2323



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-51

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING AN STBG FUNDING AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE CONSTRUCTION OF THE M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION FEDERAL AID PROJECT STBG-3392(407) IN AN AMOUNT NOT TO EXCEED \$800,000.00

Summary:

- The City applied for and received STBG grant funding for the installation of a traffic signal at the intersection of M-291 and Blue Jay Dr. and improvements at the intersection of M-291 and Stewart Rd.
- As part of the grant award, the City must enter into a STBG Funding Agreement with the Missouri Highways and Transportation Commission.
- The agreement will provide \$800,000.00 in construction funding as part of a reimbursable process.

Background:

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle Commercial Center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

Traffic studies and historical data have both demonstrated that the intersection of M-291 & Stewart Rd. is a high accident location. The annual average number of traffic accidents at the intersection is ten, with approximately half of these resulting in injury. To reduce the likelihood of accidents, the City has proposed either closing or improving the intersection. Traffic studies have determined that altering the intersection of M-291 & Stewart Rd. will divert significant traffic through the intersection of M-291 & Blue Jay Drive, thus warranting signalization.

In 2020, the City of Liberty applied for funds through the Federal Surface Transportation Block Grant Program (STBG) for the following improvements:

1. Signalization of the intersection of M-291 & Blue Jay Dr.
Improvement of the intersection of M-291 & Stewart Rd.
Pedestrian connectivity east of M-291 from the intersection of M-291 & Blue Jay Dr. to the North Havens Commercial Center development.

The project is currently under design by TranSystems Corporation with the goal of bidding on the project for construction in 2024. Funding for the design of the project had already been obligated during previous Council Actions.

The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$800,000.00. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission STBG Agreement is attached for review and signature.

A future Council action will be required to obligate funding for the acquisition of ROW with a final dollar amount being determined after MoDOT ROW acquisition and negotiation authorization has been granted.

A future Citizen Sales Tax Oversight Committee (CSTOC) action will be required for local project costs.

A future Council action will be required to award a construction contract.

Staff recommends approval of an ordinance authorizing the Mayor of the City of Liberty, Missouri to execute a STBG Agreement with the Missouri Highways and Transportation Commission allowing for funding assistance, not to exceed \$800,000.00, for the construction of the MO-291/Blue Jay Traffic Signal and MO-291/Stewart Intersection Improvements Federal Aid Project STBG-3392(407).

Previous Action (if applicable):

- Approved Phase I of a design contract with TranSystems Corporation on November 14, 2022
- Approved Amendment to Phase I of a design contract with TranSystems Corporation on July 24, 2023
- Approved Phase II of a design contract with TranSystems Corporation on September 11, 2023

Policy/Committee Review:

N A	Citizen Sales Tax Oversight Committee	Completed/Recommended:
N A	Public Safety Sales Tax Oversight Committee	Completed/Recommended:
N A	Budget Committee	Completed/Recommended:
N A	Other:	Completed/Recommended:

Financial Considerations:

NA	Budgeted:	Line Item:52.25.3092	Amount: \$800,000.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
N A	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance for MO Highways and Transportation for Federal Aid Project STBG-3392(407)
2. 2024-01-83215_21500

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN STBG FUNDING AGREEMENT BETWEEN THE CITY
OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE
FOR THE CONSTRUCTION OF THE M-291/BLUE JAY TRAFFIC SIGNAL AND
STEWART/M-291 INTERSECTION FEDERAL AID PROJECT STBG-3392(407) IN AN
AMOUNT NOT TO EXCEED \$800,000.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission for Federal Aid Project STBG-3392(407) in an amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$800,000.00). A copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor of the City of Liberty to execute said agreement on behalf of the City.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2024.

MAYOR

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG 3392(407)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Liberty, Clay County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project 3392(407) involves:

Work at the M-291 and N Stewart Road intersection connection, and at the nearby M-291 and Blue Jay Road intersection. Project also includes the construction of a sidewalk from the intersection of Blue Jay and M-291 along the east side of M-291 north to the North Havens Center development.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project

3392(407) by the Commission is within the city limits of Liberty, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

M-291 and N Stewart Road intersection, and the nearby existing M-291 and Blue Jay Road intersection along the east side of M-291 from Blue Jay Road to the North Havens development.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the above described portion of the City street system as part of the State Highway System for the purposes of this STBG project.

However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(8) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each

party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(13) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be eighty percent (80%) not to exceed \$800,000 (eight hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this

Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project 3392(407) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor

invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(25) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(26) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(28) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Liberty
Public Works Director –Sherri McIntyre
101 East Kansas Street
Liberty, MO 64068
Email: jmartinez@libertymo.gov
- (B) To the Commission:
Missouri Department of Transportation
Kansas City District Engineer
600 NE Colbern Rd
Lee's Summitt, MO 64086
Email: Christopher.redline@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the

race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(31) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(32) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LIBERTY

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: Work at the M-291 and N Stewart Road intersection connection, and potentially at the nearby M-291 and Blue Jay Road intersection. Project also includes the construction of a sidewalk from the intersection along the east side of M-291 north to the North Havens Center development.

Task	Date
Date funding is made available or allocated to recipient	October 1, 2023
Solicitation for Professional Engineering Services	April 27, 2022
Engineering Services Contract Approved	November 14, 2022
Conceptual Traffic Study	June 30, 2023
Preliminary and Right-of-Way Plans Submittal	January 25, 2024
Plans, Specifications & Estimate (PS&E) Submittal	May 17, 2024
Plans, Specifications & Estimate (PS&E) Approval	July 19, 2024
Advertisement for Letting	October 15, 2024
Bid Opening	November 15, 2024
Construction Contract Award	December 16, 2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



**CITY COUNCIL
ACTION REPORT**
Meeting Date: March 11, 2024
A/R No.: 2024-54

Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

Subject: ORDINANCE ACCEPTING THE ASSIGNMENT OF A PRE-RECORDED PUBLIC SANITARY SEWER EASEMENT FROM PROMINENCE HOLDINGS FOR THE PROMINENCE SANITARY SEWER MAIN EXTENSION PROJECT

Summary:

- Public Sanitary Sewer Main Easement is required for a public sanitary sewer main extension
- An Easement has been recorded and given to Prominence Holdings, LLC
- Prominence Holdings, LLC is required to assign an easement to the City of Liberty, Missouri

Background:

To facilitate a public sanitary sewer main extension for the Prominence Commercial and Residential Developments, a sanitary sewer main easement is needed to allow for its construction. Prominence Holdings, LLC secured an easement for the construction and future maintenance of the public-main extension in 2023. The easement which was secured included language allowing Prominence Holdings, LLC to assign its rights to the City of Liberty at a future date. This report and subsequent Ordinance accepts the assignment of an easement from Prominence Holdings LLC to the City of Liberty.

Staff recommends acceptance of the assignment of the Public Sanitary Sewer Main Easement from Prominence Holdings, LLC.

Previous Action (if applicable):

Assignment of five other pre-recorded easements from Prominence Holdings LLC to the City of Liberty.

Policy/Committee Review:

NA Citizen Sales Tax Oversight Committee	Completed/Recommended: NA
NA Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
NA Budget Committee	Completed/Recommended: NA
NA Other:	Completed/Recommended: NA

Financial Considerations:

NA Budgeted:	Line Item:	Amount: NA
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	Line Item:	Amount: NA
	Revenue Line (if applicable):	Amount: NA
NA Non-Budgeted	Line Item:	Amount: NA
	Line Item:	
	Funding Source:	Amount: NA

Attachments:

1. Ordinance Accepting a Public Sanitary Sewer Easement for Prominence Sanitary Sewer Main Extension
2. 2023020111 Bk 9613 Pg 21 Sewer Esmt (Phillips)
3. Assignment of Easements 2

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ASSIGNMENT OF A PRE-RECORDED PUBLIC
SANITARY SEWER EASEMENT FROM PROMINENCE HOLDINGS, LLC FOR THE
PROMINENCE SANITARY SEWER MAIN EXTENSION PROJECT

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts from
PROMINENCE HOLDINGS, LLC, an assignment of pre-recorded public easement for
sanitary sewer mains. A copy of said assignment of pre-recorded public easement and pre-
recorded public easement is attached hereto and made a part hereof as though more fully
set out herein.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby directs said
public assignment of pre-recorded easements to be filed with this Ordinance after being
recorded with the Office of the Recorder of Deeds of Clay County, Missouri.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2024.

MAYOR

Web Copy

Recording Date/Time: 08/17/2023 at 12:58:18 PM

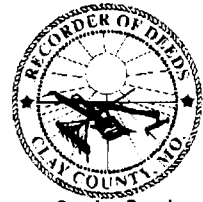
Book: 9613 Page: 21

Instr #: 2023020111

Pages: 7

Fee: \$42.00 S 20230017978

781 LOGISTICS PARK

Sandra Brock
Recorder of DeedsEASEMENT FOR SANITARY SEWER

SEC 25 T 51N R 32W

THIS AGREEMENT, made this 15th day of June, 2023, by and between: Deborah Phillips, a single person, and Fredrick Troy Phillips, a married person, **GRANTOR**, and 781 Logistics Park, LLC, a Missouri limited liability company, **GRANTEE**, **GRANTEE'S** mailing address **2089 Red Oak Lane, Liberty, MO 64068**.

WITNESSETH, that the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to be paid (the receipt of which is hereby acknowledged), does hereby grant, and convey, without warranty, unto **GRANTEE**, subject to matters of record and the existing rights of others affecting the rights and easement granted hereunder, if any, a non-exclusive permanent easement (hereinafter the "Easement") and right-of-way to locate, construct, reconstruct, maintain, remove, operate, replace and repair a public or private utility sanitary sewer ("Sewer Improvements"), structure, conduit, and any and all appurtenances incident thereto over, upon, under, and through the tract owned by GRANTOR in said City of Liberty, Clay County, Missouri, legally described in Exhibit A attached hereto ("Grantor's Tract"). The sanitary sewer easement hereby granted is identified and depicted in Exhibit B attached hereto.

Grantor further hereby grants and conveys for the benefit of Grantee, and its agents, employees, contractors, designees (collectively, the "Permittees"), successors and assigns, a nonexclusive temporary construction easement (the "Temporary Construction Easement") over upon and through the Sewer Easement Area as identified and depicted on Exhibit C attached hereto and incorporated herein (referred to herein as the "**Temporary Construction Easement Area**") for (i) the purpose of constructing within the Sewer Easement Area all Sewer Improvements, (ii) access by construction personnel for the purpose of engaging in construction activities related to Grantee's construction of the Sewer Improvements, and (iii) any other uses or purposes reasonably necessary, in Grantee's reasonable discretion, for the completion of Grantee's construction of the Sewer Improvements. Grantee shall diligently proceed with the Sewer Improvements in a good, workmanlike and lien-free manner and in compliance with applicable laws, regulations, codes, rules, and specifications of any governmental or quasi-governmental entities. Grantee shall not use explosive devices to excavate within the Sewer Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. At the conclusion of construction of the Sewer Improvements, Grantee shall repair or cause to be repaired, at its sole cost and expense, any and all damage to the Grantor Parcel directly caused by or as a direct result of the construction activities contemplated hereunder, including but not limited to the hydroseeding of any interrupted ground, the repaving of any drives or roads and restoring the Easement Area and the Temporary Construction Easement Area to substantially the same condition as it existed at the commencement of construction

The Temporary Construction Easement shall automatically terminate effective as of that date (the "Termination Date") that is two (2) years after the full and final completion of the Sewer

781 Logistics Park
2089 Red Oak Lane
Liberty, MO 64068

Sandra Brock, Recorder of Deeds

Web Copy

Improvements. Following the Termination Date, Grantee shall execute and record, in the office of the Recorder of Deeds for Clay County, Missouri a written agreement confirming that this Temporary Construction Easement has terminated and confirming the Termination Date.

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the **GRANTEE**, its successors and assigns, the **GRANTOR** hereby covenanting unto the **GRANTEE**, its successors and assigns as follows:

1. **GRANTEE** shall be fully permitted to assign this Agreement, on one or more occasions, to an affiliate of Grantee, or to THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY, A MUNICIPAL CORPORATION OF THE STATE OF MISSOURI without obtaining the consent of **GRANTOR**; provided, however, **GRANTEE** and any such assignee shall enter into a recordable instrument properly assigning this Agreement.

2. Said easement tract will be kept free from buildings and any other structures or obstructions (except sidewalks, roadways, pavement or curbs or any currently existing building structures) which will interfere with the **GRANTEE** in excavating upon said land for the purpose of laying, constructing, reconstructing, operating, repairing, replacing and maintaining such sanitary sewer mains, structures, conduits and appurtenances; and no excavation or fill shall be made, and no other operations of any kind or nature shall be performed or authorized by the **GRANTOR** to be performed which will reduce or increase the earth coverage in such manner and to such extent so as to interfere with or jeopardize or threaten the normal and proper operation and maintenance of such sanitary sewer mains, structures, conduits and appurtenances.

3. The right of **GRANTEE**, its agents, servants, employees or independent contractors to go upon said land at any time to excavate or perform other operations for the purposes of laying, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sanitary sewer mains, structures, conduits and all appurtenances incidental thereto.

4. Each party hereby agrees to indemnify, defend and hold the other party and their respective affiliates and subsidiaries, and their respective officers, directors, employees, agents, and contractors (each, an "**Indemnified Party**") harmless from any and all losses, damages, liabilities and expenses (including, without limitation court costs and reasonable attorneys' fees) which arise from any third party claims, suits, and/or actions (hereinafter, collectively, "**Claims**") in connection with (i) the exercise of rights by the other party within the Sewer Easement Area; and/or (ii) the performance or non-performance of the other party's obligations hereunder, except for any and all Claims caused by or arising from the actions, negligence or willful misconduct of such Indemnified Party.

5. For the same consideration, **GRANTEE** shall have the right at all times to go upon the land herein described to locate, construct, reconstruct, maintain, remove, operate, replace and repair such sanitary sewer mains, structures, conduits, and any and all appurtenances incident thereto Provided, That, after each such entry upon the land of Grantor, Grantee shall restore the land to it condition prior to such entry

6. In exercise of its rights hereunder, **GRANTEE** shall use then existing streets, roads, driveways and lanes whenever practicable; repair and restore then existing surface on each entry; and pay for damage, if any, to growing crops, fences, surface of land or personal property on each entry.

Web Copy

7. If the Sewer Improvements are constructed as a public utility sanitary sewer main, then the Grantor shall have the irrevocable right to connect to the Sewer Improvements subject to compliance with the laws of the State of Missouri and the City of Liberty.

[Signature page follows]

Web Copy

IN TESTIMONY WHEREOF, the said **GRANTOR** has set hand and seal the day and year first above written.


Deborah Phillips


Fredrick Troy Phillips

STATE OF Missouri)
COUNTY OF Clay)SS

On this 15 day of June, 2023 before me, personally appeared Deborah Phillips, an individual, and Fredrick Troy Phillips, an individual, to me personally known to be the persons described herein and who executed the foregoing instrument; and acknowledged that they executed the same as their free act and deed.

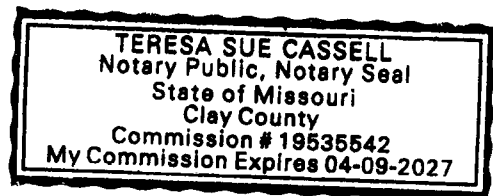
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City the day and year last above written.

My term expires:

4-9-2027

Notary Public in and for said County and State





Sandra Brock, Recorder of Deeds

Web Copy

Exhibit A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South 2 1/4 degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North 0 35' East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this enclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.

Exhibit B

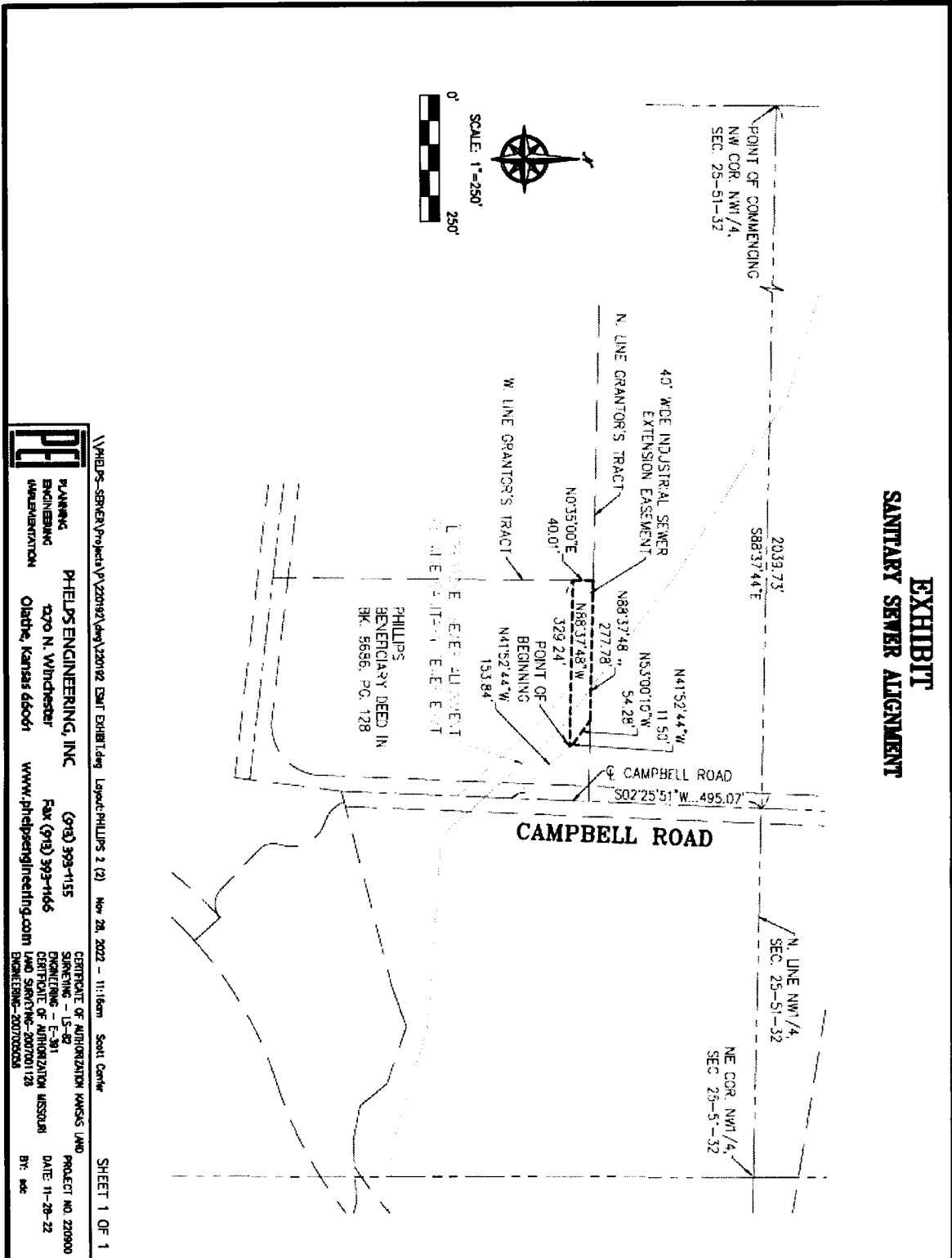
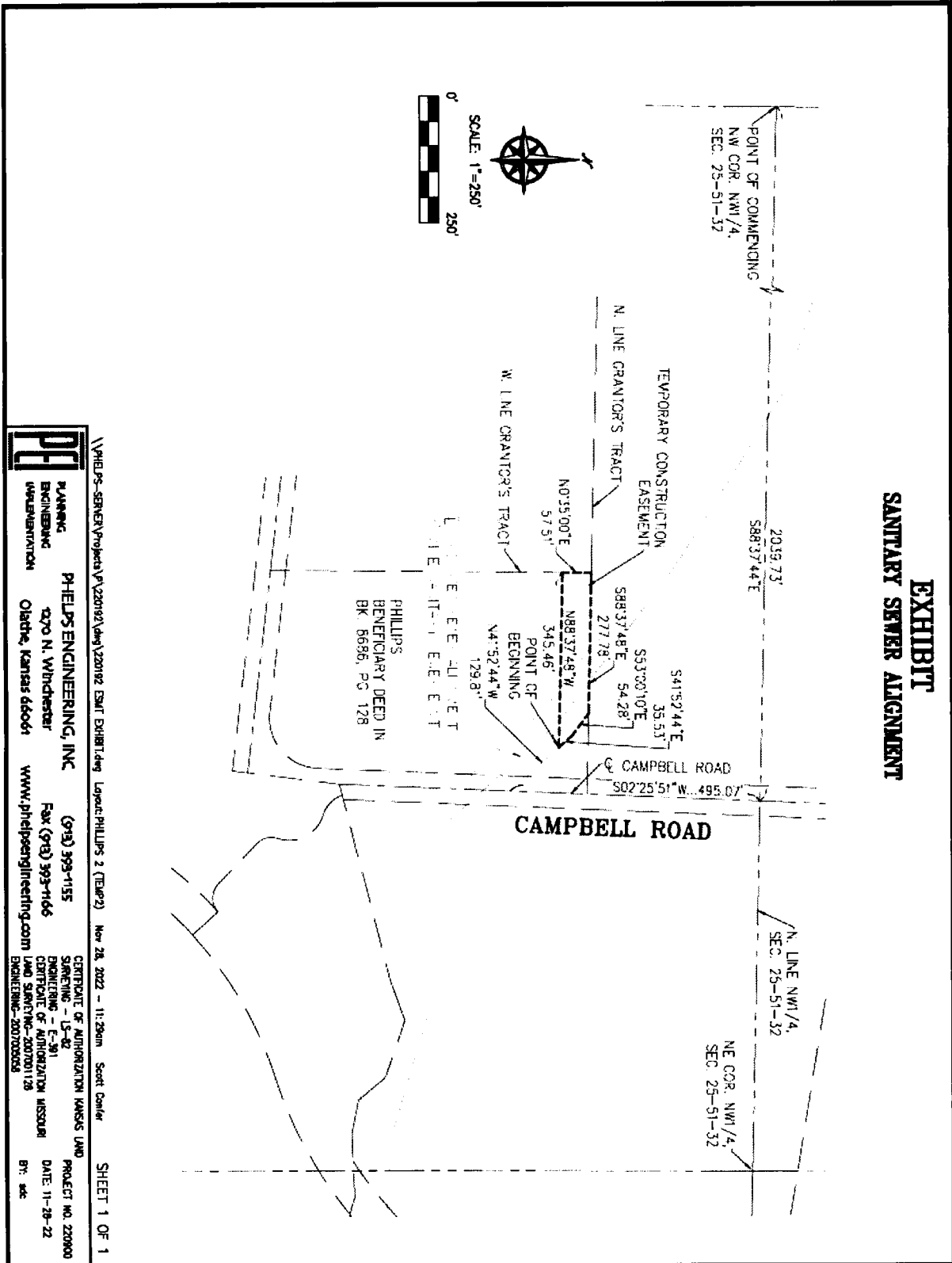


Exhibit C



**ASSIGNMENT AND ASSUMPTION OF
EASEMENT FOR SANITARY SEWER**

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENT FOR SANITARY SEWER (this "**Assignment**"), made as of the ____ day of _____, 20____, by and between **781 Logistics Park, LLC**, a Missouri limited liability company ("**Assignor**") and **THE MAYOR, CITY COUNCILMEN AND THE CITIZENS OF THE CITY OF LIBERTY**, a municipal corporation of the State of Missouri ("**Assignee**"), whose address is 101 E. Kansas Street, Liberty, MO 64068.

WHEREAS, Assignor is the beneficiary of that certain Easement for Sanitary Sewer recorded in Book 9613 at Page 21 in the office of the Recorder of Deeds of Clay County, Missouri granted by Deborah Phillips, and single person, and Fredrick Troy Phillips, a married person (the "**Sewer Easement**"), over, upon, under, and through a portion of certain real property legally described in **Exhibit A**, attached and incorporated hereto; and

NOW, THEREFORE, by way of donation, Assignor does hereby assign unto Assignee and Assignee's successors and assigns, all of Assignor's right, title, and interest in and to the Sewer Easement, and Assignee agrees to assume and be subject to all of Assignor's right, title, and interest in and to the Sewer Easement. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the date first above written.

[Signature pages follow]

ASSIGNOR:

781 Logistics Park, LLC,
a Missouri limited liability company

By: 
John R. Davis, Jr., President

STATE OF Missouri)
COUNTY OF Clay) ss.

On this 9 day of January, 2024, before me appeared John R. Davis, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of 781 Logistics Park, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of 781 Logistics Park, LLC; and he acknowledged said instrument to be the free act and deed of 781 Logistics Park, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: April 9, 2027

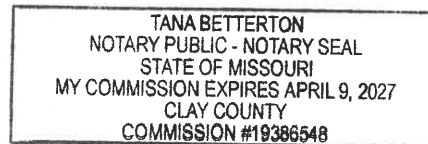


EXHIBIT A

Beginning at a point in the center of a public road, said point located 343 feet South and 2019.5 feet East, (originally survey was 121 poles) of the Northwest corner of Section 25, Township 51, Range 32, west, thence South $2 \frac{1}{4}$ degrees west a distance of 660 feet; thence North 84 degrees west a distance of 413.8 feet, thence North $0^{\circ} 35'$ East a distance of 524.2 feet; thence East a distance of 438 feet to the point of beginning, EXCEPT one fourth of an acres that is included in this inclosure that is used as a cemetery, also EXCEPT any part in road, all in Liberty, Clay County, Missouri.



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-55

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: ORDINANCE APPROVING A CONTRACT FOR GENERATOR
MAINTENANCE WITH CUMMINS SALES AND SERVICE KANSAS CITY MO
BRANCH IN AN AMOUNT NOT TO EXCEED \$27,311.51

Summary:

- Approve an ordinance for a contract with Cummins Sales and Service Kansas City, Missouri Branch for 2024 generator maintenance in an amount not to exceed \$27,311.51.
- The city owns and operates fourteen generators that require routine maintenance each year.
- The term of the maintenance contract is three years, from 2024 to 2026, with no yearly escalations.
- Each year, the original contract will be amended, and a new purchase order established.

Background:

The City of Liberty owns and operates fourteen generators throughout the City for backup power at various locations and various departments, including: City Hall, Fire Stations, Community Center, Animal Shelter, Street Maintenance Facility, Water Production and Wastewater Treatment Plants, Sanitary Sewer Pump Station, Water Well Field, Water Tower, and Mobile Generators. These generators need routine maintenance inspections and load testing once or twice a year to remain in good working order.

City staff solicited pricing quotes from three maintenance service providers for conducting maintenance on the fourteen generators over three years from 2024-2026, including annual price escalations. Pricing is summarized as three year grand totals for each:

Cummins Sales and Service KCMO Branch	\$81,934.53
Central Power	\$97,462.69
Luke Cloyd	\$145,984.88

City staff selected Cummins Sales and Service KCMO Branch. The initial contract amount will be for the grand total cost divided by three years in the amount of \$27,311.51 for 2024 generator maintenance work. For each of the subsequent two years, a contract amendment will be presented to City Council for approval accordingly. Generator maintenance costs will be allocated to applicable departments funded under their applicable maintenance budgets established during FY2024 budget

development.

City staff recommends approving an ordinance for a three-year maintenance contract with Cummins Sales and Service Kansas City MO Branch for 2024 generator maintenance in the amount of \$27,311.51.

Previous Action (if applicable):

N/A

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

x Budgeted:	Line Item: 10.70.221.14.5571	Amount: \$2,542.08
	Line Item: 90.70.802.14.5571	Amount: \$7,032.25
	Line Item: 92.70.902.14.5571	Amount: \$11,655.00
	Line Item: 10.50.300.14.5553	Amount: \$4,394.94
	Line Item: 10.20.051.14.5571	Amount: <u>\$1,687.24</u>
		TOTAL: \$27,311.51
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - Generator Maintenance
2. Cummins Sales Generator Maintenance Contract for Services - Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT FOR GENERATOR MAINTENANCE
WITH CUMMINS SALES AND SERVICE KANSAS CITY MO BRANCH IN AN
AMOUNT NOT TO EXCEED \$27,311.51

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an contract for generator maintenance by and between the City of Liberty and Cummins Sales, in an amount not to exceed TWENTY-SEVEN THOUSAND THREE HUNDRED ELEVEN AND 51/100 DOLLARS (\$27,311.51), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR

City of Liberty, Missouri
CONTRACTOR SERVICES CONTRACT

THIS AGREEMENT, made and effective as of _____, 202__, by and between the **City of Liberty**, a Missouri municipal corporation, hereinafter referred to as City, and **Cummins Sales and Service, Kansas City Branch**, located at **8201 NE Parvin Road, Kansas City, MO 64161** hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: **2024-2026 City Generator Planned Maintenance.**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Agreement and attached **City of Liberty General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☐ a sum not to exceed _____.

or (if above box is not checked):

☒ such amount as is set forth on an attached **Exhibit A** that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted in triplicate to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Agreement shall be commenced on _____, 202_, and shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the Project. Failure to complete the Work by the completion date shall result in a reduction in the amount due the Contractor under this Agreement in the amount of \$ (N/A) per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Agreement first above written.

CONTRACTOR

By: Jeffrey Daley

Title: PEM Administration Manager - Northern US

DATED: 2/20/2024

CITY OF LIBERTY, MISSOURI

By: _____
[City Mayor]

DATED: _____

ATTEST:

**CITY OF LIBERTY
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable to any Work undertaken as part of this Contract, Contractor and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo. Contractor further agrees, to the extent applicable to any Work undertaken as part of this Contract, to pay not less than the prevailing hourly wage of wages to all workers performing any such applicable work under this Contract. The Contractor will forfeit a penalty to the City of \$100 per day for each worker that is paid less than the prevailing rate for any work done under the Agreement by the Contractor or subcontractor that required payment of prevailing wage under state law. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all third party liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, to the extent caused by the negligence or willful misconduct of the Contractor in the performance of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Liability. EXCEPT FOR (I) THIRD PARTY CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION AND (II) DAMAGES TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF CONTRACTOR UNDER THIS AGREEMENT FOR ANY CLAIM OR CLAIMS HEREUNDER BETWEEN THE PARTIES WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) EXCEED TWO MILLION DOLLARS (\$2,000,000). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST OPPORTUNITY DAMAGES OR LOST PROFITS, OR SAVINGS, LOSS OF USE, LOSS OF DATA, OR DOWNTIME, EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

Attorney Fees' and Costs. The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall not be required to maintain Professional Liability "errors and omissions"

insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached **Exhibit A**, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Any self-insurance or deductible above \$50,000.00 is not permitted.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement (including **Exhibit A**, "Scope of Work").

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and

defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for the right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Agreement awarded to the Contractor.

For all contracts with a total potential value of \$100,000 or more and contractors with ten (10) or more employees: Contractor shall comply with Section 34.600 RSMo. (the Anti-Discrimination against Israel Act) including executing the certification attached as Exhibit C hereto.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

Other Representations, Warranties, and Covenants by the Contractor. The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Work and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City. All parts and components furnished hereunder shall be warranted in accordance with the applicable manufacturer's express warranty for any goods for a period of one (1) year and Contractor's standard warranty for workmanship for a period of ninety (90) days, and any rights thereto shall pass on to City. THE WRITTEN WARRANTIES SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED. THE REMEDY PROVIDED THEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Other Special Provisions. The special provisions set forth on Exhibit A are incorporated herein by reference and made a part hereof.



KANSAS CITY MO BRANCH
8201 NE PARVIN ROAD
KANSAS CITY, MO 64161
Phone: 816-414-8200

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF LIBERTY	Contact: Mike Crooks	Quote Date: 27-NOV-23
101 E KANSAS ST	Phone: 816 439-4505	Quote Expires: 25-MAY-24
Liberty, MO 64068	Fax: 816 792-6046	Quote Num: 211289
	Cust Id: 84813	Quoted By: Erin E Zehr
		Quote Term: 3 Year(s)

Site Information

1	WASTEWATER PLANT	S LIBERTY PKWY	LIBERTY	MO	64068
2	KENNEL	2801 RIVERVIEW RD	LIBERTY	MO	64068
3	WATER PROTECTION PLANT	1920 CLAY BROOKE DR	LIBERTY	MO	64068
4	CITY OF LIBERTY-FS#1	FIRE STATION 1	LIBERTY	MO	64068
5	CITY OF LIBERTY-COMM CTR	COMMUNITY CTR	LIBERTY	MO	64068
6	CITY OF LIBERTY-FS#3	FIRE STATION 3	LIBERTY	MO	64068
7	CITY OF LIBERTY-FS#2	FIRE STATION 2	LIBERTY	MO	64068
8	CITY OF LIBERTY-GEN	MAINTENANCE DEPT	LIBERTY	MO	64068
9	CITY OF LIBERTY-RUSHCREEK	8004 RAINES RD	LIBERTY	MO	64068
10	CITY OF LIBERTYWATERTOWER	GORDON AVE & MISSOURI ST	LIBERTY	MO	64068
11	CITY HALL	101 E KANSAS ST	LIBERTY	MO	64068

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	ADMIN	KOHLER	GEN SET	350REOZJB	SGM32GT5D	ST
1	EAST	KOHLER	GEN SET	400REOZJB	SGM32GT5C	ST
1	PLANT	KOHLER	GEN SET	1600REOZMD	SGM32GL2Z	ST
1	WATER WELLS	KOHLER	GEN SET	20REOZJF	GM81290-GA5	ST
2	KENNEL	ONAN	GEN SET	C100N6	K190675232	ST
3	W PROTECTION	KOHLER	GEN SET	KD1000	3336GMLG0002	ST
4	FIRE STATION #1	KOHLER	GEN SET	60REZGB	3045982	ST
5	COMMUNITY CTR	ONAN	GEN SET	GGHE/4486737A	H000144255	ST
6	FIRE STATION #2	ONAN	GEN SET	GGDB/4486820C	H000143323	ST
7	FIRE ST. #2	GEN SET	GEN SET	09067-9	3000803	ST
8	MOBILE 1	MAGNETEK	GEN SET	125OD	BT07J586	ST
9	RUSH CREEK LS	ONAN	GEN SET	DFCE	A060880163	ST
10	WATER TOWER	KOHLER	GEN SET	6ROY61/126506-61	460867	ST
11	CITY HALL	ONAN	GEN SET	DGDB-4486738M	H000144239	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	ADMIN	FULL SERVICE	3	1,361.39	4,084.17
		INSPECTION	3	368.07	1,104.21
		LOAD BANK TEST (1.5 HR)	3	705.00	2,115.00
1	EAST	FULL SERVICE	3	1,291.34	3,874.02
		INSPECTION	3	368.07	1,104.21
		LOAD BANK TEST (1.5 HR)	3	705.00	2,115.00
1	PLANT	FULL SERVICE	3	2,229.99	6,689.97



PLANNED MAINTENANCE AGREEMENT

Customer Address			Customer Contact		Quote Information	
CITY OF LIBERTY 101 E KANSAS ST Liberty, MO 64068			Contact:	Mike Crooks	Quote Date:	27-NOV-23
			Phone:	816 439-4505	Quote Expires:	25-MAY-24
			Fax:	816 792-6046	Quote Num:	211289
			Cust Id:	84813	Quoted By:	Erin E Zehr
					Quote Term:	3 Year(s)
1	PLANT	INSPECTION	3	560.01		1,680.03
		LOAD BANK TEST (1.5 HR)	3	1,575.00		4,725.00
1	WATER WELLS	FULL SERVICE	3	906.41		2,719.23
		INSPECTION	3	324.29		972.87
		LOAD BANK TEST (1.5 HR)	3	835.32		2,505.96
2	KENNEL	FULL SERVICE	6	540.12		3,240.72
		LOAD BANK TEST (1.5 HR)	3	607.00		1,821.00
3	W PROTECTION PL	FULL SERVICE	3	1,962.98		5,888.94
		INSPECTION	3	376.32		1,128.96
		LOAD BANK TEST (1.5 HR)	3	1,551.89		4,655.67
4	FIRE STATION #1	FULL SERVICE	6	229.95		1,379.70
		LOAD BANK TEST (1.5 HR)	3	605.00		1,815.00
5	COMMUNITY CNT.	FULL SERVICE	6	307.28		1,843.68
		LOAD BANK TEST (1.5 HR)	3	605.00		1,815.00
6	FIRE STATION #3	FULL SERVICE	6	286.54		1,719.24
		LOAD BANK TEST (1.5 HR)	3	545.00		1,635.00
7	FIRE ST. #2	FULL SERVICE	6	223.70		1,342.20
		LOAD BANK TEST (1.5 HR)	3	545.00		1,635.00
8	MOBILE 1	FULL SERVICE	6	344.94		2,069.64
		LOAD BANK TEST (1.5 HR)	3	607.00		1,821.00
9	RUSH CREEK LS	FULL SERVICE	3	1,350.88		4,052.64
		INSPECTION	3	360.25		1,080.75
		LOAD BANK TEST (1.5 HR)	3	780.00		2,340.00
10	WATER TOWER	FULL SERVICE	6	265.02		1,590.12
		LOAD BANK TEST (1.5 HR)	3	545.00		1,635.00
11	CITY HALL	FULL SERVICE	6	319.10		1,914.60
		LOAD BANK TEST (1.5 HR)	3	607.00		1,821.00

Generator Planned Equipment Maintenance Quote

Units: ADMIN/EAST/PLANT/WATER WELLS/W PROTECTION PL/RUSH CREEK LS

- Full Service w/ 1.5 hour load bank- October 2024, 2025, 2026

- Generator Inspection- April 2024, 2025, 2026

Units: KENNEL/FIRE STATION #1/COMMUNITY CNT/ FIRE STATION #3/ FIRE ST. #2/MOBILE1/ WATER TOWER/ CITY HALL

- Full Service w/1.5 hour load bank- October 2024, 2025, 2026

- Full Service- April 2024, 2025, 2026



PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LIBERTY 101 E KANSAS ST Liberty, MO 64068	Contact: Mike Crooks Phone: 816 439-4505 Fax: 816 792-6046 Cust Id: 84813	Quote Date: 27-NOV-23 Quote Expires: 25-MAY-24 Quote Num: 211289 Quoted By: Erin E Zehr Quote Term: 3 Year(s)

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Jeff Daley
jeffrey.daley@Cummins.com
248-573-1549

Load Bank

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below. Reading will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default.

1.5 Hour Load Bank:

____ *Annual Load Bank Test, NFPA 110, 8.4.2.3 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 min, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes for a total run time of 1.5 continuous hours.

____ 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours.

____ 80% of the EPS nameplate kW rating for 1.5 continuous hours

____ Other ? Please Specify _____

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

Erin Zehr
KY631@Cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.



PLANNED MAINTENANCE AGREEMENT

Customer Address

CITY OF LIBERTY
101 E KANSAS ST
Liberty, MO 64068

Customer Contact

Contact: Mike Crooks
Phone: 816 439-4505
Fax: 816 792-6046
Cust Id: 84813

Quote Information

Quote Date: 27-NOV-23
Quote Expires: 25-MAY-24
Quote Num: 211289
Quoted By: Erin E Zehr
Quote Term: 3 Year(s)

Standard Agreement Amount **\$81,934.53**

Proposal Total **\$81,934.53**

3-year Contract:

2024 = \$27,311.51

2025 = \$27,311.51

2026 = \$27,311.51

Total = \$81,934.53

THERE ARE ADDITIONAL CONTRACT TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATIONS OF
WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY
INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES
THAT THE CONTRACT TERMS AND CONDITIONS HAVE
BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

EXHIBIT A

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related hereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT**

PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE, WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN. SUCH DATES ARE SUBJECT TO CHANGE.**

WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agent) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

7/25/2022

EXHIBIT A

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>505,520</u>
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2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>3,370,137</u>
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Products - Completed Operations Aggregate	\$ <u>3,370,137</u>
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Personal and Advertising Injury With employment exclusion deleted	\$ <u>3,370,137</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$ <u>3,370,137</u>
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3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of	\$ <u>3,370,137</u>
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4. Excess or Umbrella Liability:

Per Occurrence	\$ <u>3,370,137</u>
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General Aggregate	\$ <u>3,370,137</u>
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5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>Not Applicable</u>
-----------------	--------------------------

General Aggregate	\$ <u>Not Applicable</u>
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If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.

7. Contractor's Professional Liability:

Each Claim	\$ <u>3,370,137</u>
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Annual Aggregate	\$ <u>3,370,137</u>
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EXHIBIT A

OSHA REQUIREMENTS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in this form have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *RSMo* – Missouri Revised Statutes.

ARTICLE 2 – OSHA 10-HOUR REQUIREMENTS

- 2.01 Contractor and any subcontractor of Contractor shall require all on-site employees to complete the 10-hour training program required under RSMo Section 292.675 or such employees must hold documentation of prior completion of a certified program.

ARTICLE 3 – PENALTIES

- 3.01 The Contractor shall forfeit as a penalty to the City of Liberty, two thousand five hundred dollars (\$2500) plus one hundred dollars (\$100) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth in RSMo Section 292.675
- 3.02 The City of Liberty shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of RSMo Chapter 292 when making payments to the Contractor under the Contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the City of Liberty has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of RSMo Section 292.675. If the payment has been made to the subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the Clay County, Missouri Circuit Court.

EXHIBIT A

AMERICAN PRODUCTS REQUIREMENTS [Projects over \$25,000]

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

Page 311 of 619

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: Jeffrey Daley
[signature]

Jeffrey Daley

Print Name

Its: PEM Administration Manager - Northern US

[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
3. As used in this section, the following terms and phrases shall mean:
 - (1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;
 - (2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;
 - (3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.
4. Any contract that fails to comply with the provisions of this section shall be void against public policy.
5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-68

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING A COST SHARE AGREEMENT BETWEEN THE CITY OF LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE M-291/BLUE JAY TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION PROJECT, FEDERAL AID PROJECT STBG-3392(407)

Summary:

- The City applied for and received Cost Share funding for the installation of a traffic signal at the intersection of M-291 and Blue Jay Dr., improvements at the intersection of M-291 and Stewart Rd and sidewalk connectivity along 291 between Stewart Rd. to Kansas St.
- As part of the grant award, the City must enter into a Cost Share funding agreement with the Missouri Highways and Transportation Commission.
- This agreement will provide \$760,002.00 in funding as part of a reimbursable process.

Background:

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle commercial center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

Traffic studies and historical data have both demonstrated that the intersection of M-291 & Stewart Rd. has a high accident rate. The annual average number of traffic accidents at the intersection is 10, with approximately half of these resulting in injury. To reduce the likelihood of accidents, the City has proposed either closing or improving the intersection. Traffic studies have determined that altering the intersection of M-291 & Stewart Rd. will divert significant traffic through the intersection of M-291 & Blue Jay Dr., thus warranting signalization.

In 2023 the City of Liberty applied for funds through the Missouri Cost Share Program for the following improvements:

1. Signalization of the intersection of M-291 & Blue Jay Dr.
2. Improvement of the intersection of M-291 & Stewart Rd.
3. Pedestrian connectivity from North Havens Commercial Center development to Kansas St.

The project is currently under design by TranSystems Corporation with the goal of bidding the project for construction in 2024. Funding for the design of the project has already been obligated during previous Council Actions.

The grant funds, which have been awarded, will be available as reimbursement for construction and

construction engineering costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The awarded grant provides up to \$760,002.00. MoDOT requires an ordinance from the Local Public Agency (LPA) authorizing the City to enter into a funding agreement. The Missouri Highways and Transportation Commission Cost Share agreement is attached for review and signature.

A future Council action will be required to approve a second Cost Share agreement authorizing an additional \$332,498.00 in funding assistance.

A future Council action will be required for the acquisition of ROW with a final dollar amount being determined after MoDOT ROW acquisition and negotiation authorization has been granted.

A future Citizen Sales Tax Oversight Committee (CSTOC) action will be required associated with the project local costs.

A future Council action will be required to award a construction contract.

Staff recommends approval of an ordinance authorizing the Mayor of the City of Liberty, Missouri to execute a Cost Share Agreement with the Missouri Highways and Transportation Commission allowing for funding assistance, not to exceed \$760,002.00, for the construction of the MO-291/Blue Jay Traffic Signal and MO-291/Stewart Intersection Improvements Federal Aid Project STBG-3392(407).

Previous Action (if applicable):

- Approved Phase I of a design contract with TranSystems Corporation on November 14, 2022
- Approved Amendment to Phase I of a design contract with TranSystems Corporation on July 24, 2023
- Approved Phase II of a design contract with TranSystems Corporation on September 11, 2023

Policy/Committee Review:

NA Citizen Sales Tax Oversight Committee	Completed/Recommended:
NA Public Safety Sales Tax Oversight Committee	Completed/Recommended:
NA Budget Committee	Completed/Recommended:
NA Other:	Completed/Recommended:

Financial Considerations:

NA Budgeted:	Line Item: 52.25.3092	Amount:\$760,000.02
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
NA Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. 2024-068 Approve Cost Share Agreement BlueJay 291 - ORD

2. MO Hwy & Transportation Commission Cost Share Agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COST SHARE AGREEMENT BETWEEN THE CITY OF
LIBERTY, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION TO PROVIDE FUNDING ASSISTANCE FOR THE M-291/BLUE JAY
TRAFFIC SIGNAL AND STEWART/M-291 INTERSECTION PROJECT, FEDERAL AID
PROJECT STBG-3392(407)

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

Attached hereto and incorporated herein by specific reference thereto is the
proposed agreement between the City of Liberty, Missouri and the Missouri Highways and
Transportation Commission to provide funding assistance in an amount of SEVEN
HUNDRED SIXTY THOUSAND TWO DOLLARS AND 00/100 (\$760,002.00) for the
construction of a traffic signal at the intersection of MO-291 and Blue Jay Dr., intersection
improvements at the intersection of MO-291 and Stewart Dr. and sidewalk connectivity
along MO-291 from the North Havens Center development to Kansas St.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby approves said
agreement.

SECTION III

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the
Mayor of the City of Liberty to execute said agreement on behalf of the City.

SECTION IV

This Ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor according to law.

PASSED by the City Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____, 2024.

MAYOR

CCO Form: FS08
Approved: 03/04 (BDG)
Revised: 03/17 (MWH)
Modified: 02/24 (RSV)

Route 291, Clay County
Project No. KU0407
City of Liberty, Missouri
Agreement #: 2023-12-82732

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Liberty, Missouri (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 21, 2023, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Entity in the cost of the Commission's Project KU0407.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

291 Highway from Stewart Road to Kansas Street.

The general location of the project is shown on attachment marked **Exhibit A** and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PLANS AND CONSTRUCTION: With regard to project responsibilities under this Agreement, the parties agree to the following:

(A) The Entity shall be responsible for the preparation of detailed right-of-way (**ROW**) and construction plans and project specifications. This includes design, environmental submittals, survey, and legal descriptions. The plans shall be prepared in accordance with and conform to Commission standards and requirements. The Entity shall not change the plans in concept or scope without prior written approval of the Commission.

(B) The Entity shall follow the Commission's Local Public Agency (**LPA**) process.

(C) The Entity shall acquire any additional necessary ROW required for the project and in doing so agrees that it will comply with all applicable federal and state laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act (**Uniform Act**), as amended and any regulations promulgated in connection with the Act.

(D) The Entity shall secure all required federal, state, and local permits as required for design and construction of the improvements. Prior to entering onto the Commission ROW to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission.

(E) The Entity shall be responsible for the final location survey plan pursuant to the Commission's Engineering Policy Guide Section 238.2.18 dated February 22, 2023.

(F) The Entity will be responsible for letting the work for the improvement, which includes advertising the project for bids and awarding the construction contract. The Entity will solicit bids for the improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in accordance with Commission approval, in order to carry out the work

as contemplated.

(G) The Entity will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work in accordance with Commission requirements and subject to the Commission's oversight, approval, and acceptance.

(H) The Commission will provide preliminary engineering review and ROW review.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total project cost is two million two hundred fifteen thousand dollars (\$2,215,000). The total project cost includes preliminary engineering review, ROW review, construction, construction engineering, and construction engineering review. The details of the estimate cost breakdown are listed below and in **Exhibit B**, which is attached hereto and made part of hereof.

(B) The Entity will be responsible for fifty percent (50%) of the total project cost. The current estimate of the Entity's responsibilities is one million one hundred seven thousand five hundred dollars (\$1,107,500). The Entity agrees that the Commission may obligate up to a maximum of eight hundred thousand dollars (\$800,000) of Surface Transportation Block Grant (**STBG**) funds allocated by the Mid America Regional Council (**MARC**), available in FFY 2024 for construction costs. The Entity shall be required to cover the twenty percent (20%) match to the STBG funds.

(C) The Commission is responsible for fifty percent (50%) of the total project cost, with responsibility currently estimated at one million one hundred seven thousand five hundred dollars (\$1,107,500). Of this amount, the Commission shall reimburse an amount not to exceed seven hundred sixty thousand two dollars (\$760,002) from the Commission's Cost Share program, available in State Fiscal Year 2024, and three hundred thirty two thousand four hundred ninety eight dollars (\$332,498) from the Commission's Cost Share program, available in State Fiscal Year 2025. Preliminary and construction engineering review and ROW review services will be performed by the Commission's Kansas City District personnel with a value estimated at fifteen thousand dollars (\$15,000).

(D) The Entity shall be responsible for updating this project in the Mid America Regional Council Transportation Improvement Program (TIP) after the execution of this Agreement.

(E) The Entity is responsible for the balance of the project in excess of two million two hundred fifteen thousand dollars (\$2,215,000). The Entity and the Commission will share any cost savings based on their pro rata share of the investment.

(F) The Entity shall only request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after June 1, 2024 for the funds available in SFY 2024 and after August 1, 2024 for funds available in SFY 2025.

(10) COMMISSION RIGHT OF WAY: All improvements made within the state-owned ROW shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Kansas City District Engineer, Mr. Chris Redline
600 NE Colbern Road
Lee's Summit, MO 64086

Entity to: City of Liberty, Missouri
Public Works Director, Sherri McIntyre
101 E. Kansas Street
Liberty, MO 64068

or to such other place as the parties may designate in accordance with this Agreement.

(22) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) INDEMNIFICATION

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's ROW, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's ROW); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as **Exhibit C** and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(24) ADDITIONAL CONTRACT PROVISIONS: Additional mandatory contract provisions are attached as **Exhibit D** and incorporated herein by reference.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF LIBERTY, CLAY COUNTY,
MISSOURI

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

Exhibit A – Location

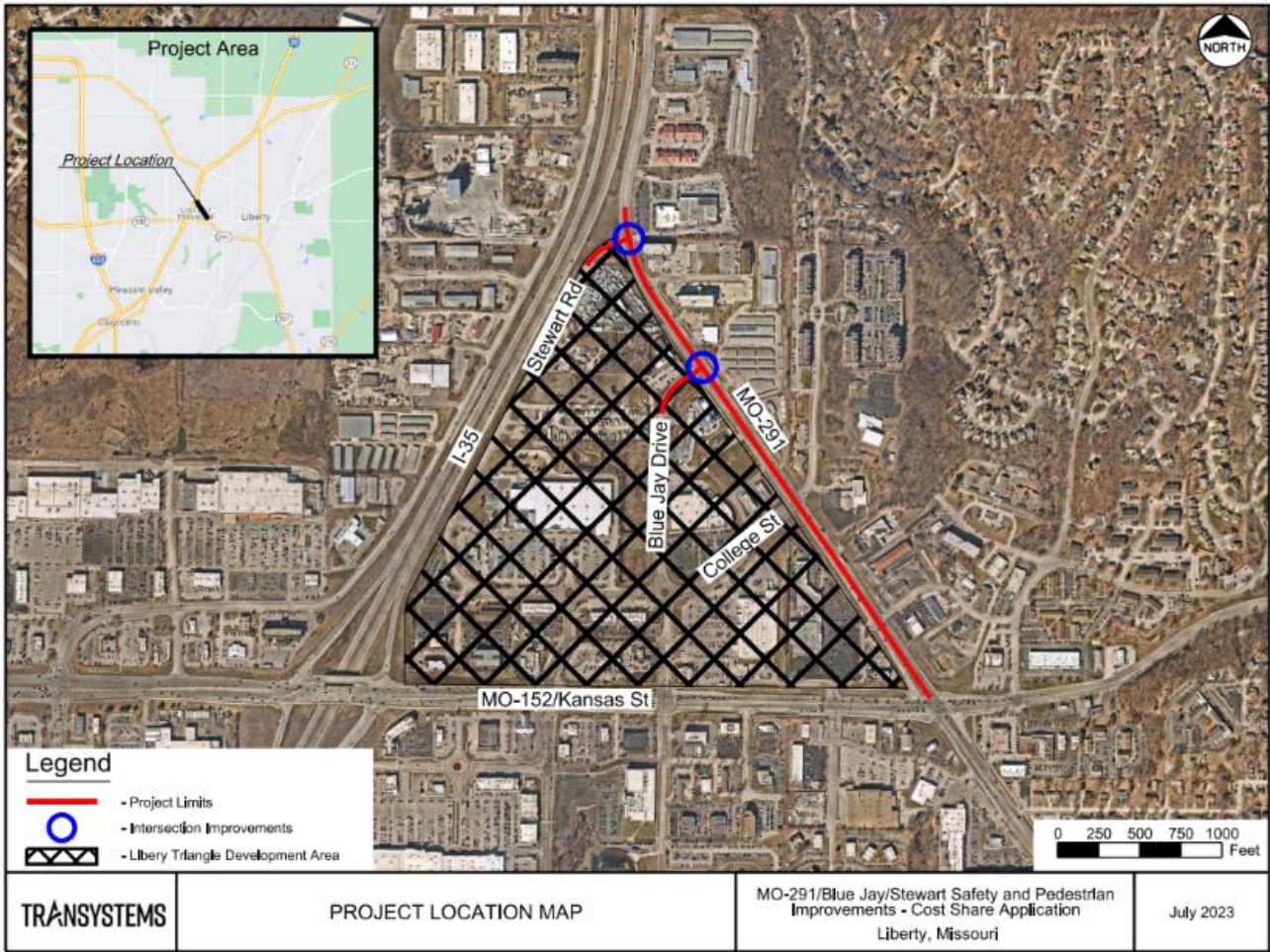


Exhibit B

Project Name: MO-291/Blue Jay Traffic Signal and Sidewalk Improvements from Stewart Road to Kansas Street

MoDOT Project Number: KU0407

Description: The proposed project will include the installation of a traffic signal at Route 291 and Blue Jay Drive intersection, reconfiguration of the Route 291 and Stewart Road intersection to only allow right-in/right-out access, and pedestrian improvements on the east side of Route 291 between the existing hotel sidewalk south to the Blue Jay Drive intersection, and on both the east and west side of Route 291 beginning at the intersection of Route 291 and College Street to the intersection of Route 291 and Kansas Street.

Total Eligible Project Estimate: \$2,215,000

Local Entity: City of Liberty, Missouri

	Current Estimate	Cost Share Funds
Preliminary Engineering		
Preliminary Engineering Review (MoDOT)	\$5,000	\$0
Right of Way Acquisition		
Right of Way Incidentals		
Right of Way Review (MoDOT)	\$5,000	\$0
Utilities		
Construction	\$2,000,000	\$995,000
Construction Engineering	\$200,000	\$97,500
Construction Engineering Review (MoDOT)	\$5,000	\$0
Total	\$2,215,000	\$1,092,500

Project Responsibilities

Preliminary Engineering	Entity
Right of Way Acquisition	Entity
Utility Coordination	Entity
Letting	Entity
Construction	Entity

Financial Responsibilities

MoDOT Internal Budget	\$15,000	1%
Cost Share Funds	\$1,092,500	49%
Entity	\$307,500	14%
Sub-Allocated Federal	\$800,000	36%
Total	\$2,215,000	100%

How are overruns and underruns handled? The Entity shall be responsible for all cost overruns. The Entity and Commission will share any cost savings based on their pro rata share of the investment.

Exhibit C – Project Schedule

Task	Date
Date funding is made available or allocated to recipient	October 1, 2023
Solicitation for Professional Engineering Services	April 27, 2022
Engineering Services Contract Approved	November 14, 2022
Conceptual Traffic Study	June 30, 2023
Preliminary and Right-of-Way Plans Submittal	January 25, 2024
Plans, Specifications & Estimate (PS&E) Submittal	May 17, 2024
Plans, Specifications & Estimate (PS&E) Approval	July 19, 2024
Advertisement for Letting	October 15, 2024
Bid Opening	November 15, 2024
Construction Contract Award	December 16, 2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**Exhibit D – Required Contract Provisions
(Attachment)**

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-69

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: ORDINANCE APPROVING A CONTRACT WITH JOHNSON GRANITE SUPPLY FOR THE PURCHASE AND INSTALLATION OF A COLUMBARIUM AND CENOTAPH IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED \$50,412.00

Summary:

- Staff recommends purchasing a 72-niche columbarium with memorial cenotaph for installation in Fairview/New Hope Cemeteries, which will allow the City of Liberty to offer competitive and diverse cemetery services.
- The purchase and installation of the new unit and surrounding hardscape/landscape will cost approximately \$70,000.00 total with this purchase bid at \$50,412.00.
- These costs will be paid for by the Cemetery Trust Fund housed at the Greater Kansas City Community Foundation and the Columbarium Reserve, which has been growing since 2011.
- The principal drawn from the Cemetery Trust for this purchase will be repaid as niches are sold with 50% of each sale being returned to the Cemetery Trust.
- This project has a projected completion in Fall 2024 pending vendor production timelines.

Background:

The City of Liberty installed a 64-niche columbarium in Fairview/New Hope Cemeteries in 2011 for a purchase price of \$22,000.00. This unit has sold 31 of the 64 niches and recouped its initial investment of approximately \$10,000.00. As cremation has become more popular nationwide and reached 59% of funerals in Missouri, the need for diverse interment options has grown. The purchase and installation of a 72 niche round unit will allow the City of Liberty to offer three different options for columbarium interment of cremains and encourage the preservation of in-ground space for traditional burials.

The proposed unit will have 72 double-depth niches that can hold two urns each and an ossuary in the center that provides space for the communal interment of approximately 275 cremated remains. Paired with our existing unit, the City will offer three columbarium interment options, all housed in a columbarium garden in the center of Fairview and New Hope Cemetery.

Staff proposes purchasing a 72-niche columbarium with an ossuary from Johnson Granite Supply based in North Kansas City. This unit is both the lowest bid and a high-quality product and benefits from a continuing partnership with a local monument company that can provide support should any issues arise in the future. It is also one of two bidders that provided a design with double-depth niches that allow the interment of two sets of cremains. The unit was bid at \$39,249.00 with a combination cenotaph and

interment table for an additional \$11,163.00. The cenotaph will provide families with a place to memorialize their loved ones interred in the ossuary with engraved plates. The purchase price for both pieces will total \$50,412.00.

In addition to providing a greater diversity of options for Liberty families, the Columbarium Garden will create a new space in Liberty cemeteries for rest and reflection. This space will be accessible to all and desirable to families considering options for their loved ones' final resting place.

The funding for this project will come from two sources. A Columbarium Reserve Fund, which has been growing since the installation of our first unit in 2011, and was held at \$19,969.00 at the end of 2023. The Cemetery Trust Fund, which is held at Greater Kansas City Community Foundation, has \$467,000.00 in principal. The Columbarium Reserve will be fully spent with the Cemetery Trust Fund providing the remaining funding for this project. The guidelines adopted for good stewardship of the Cemetery Trust Fund require a minimum principal balance of \$350,000.00, which we will remain well above. Additionally, all money spent on this project will be returned to the trust as 50% of each niche sale will be placed back into the principal, resulting in full repayment after approximately 50 double niche sales.

Staff recommends the purchase and installation of the 72-niche columbarium with ossuary and a Cenotaph from Johnson Granite Supply.

Previous Action (if applicable):

This proposal was reviewed and approved by the Budget Committee on 2/21/2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 02/21/2024
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 73.70.226.36.7510	Amount: \$50,412.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 2024 Fairview Cemetery Columbarium Purchase & Installation
2. Contract - Columbarium Purchase for Fairview-New Hope Cemeteries - Signed by JGS
3. Map of the new Columbarium Garden & Photos of Existing Columbarium

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH JOHNSON GRANITE SUPPLY FOR
THE PURCHASE AND INSTALLATION OF A COLUMBARIUM AND CENOTAPH IN
FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED
\$50,412.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County,
Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain agreement by and between the City of Liberty and Johnson Granite Supply, 700 E. 16th Avenue, North Kansas City, MO 64116, in an amount not to exceed FIFTY THOUSAND FOUR HUNDRED TWELVE DOLLARS AND NO/100 (\$50,412.00) for the purchase and installation of a 72-niche columbarium with ossuary and a cenotaph in Fairview and New Hope Cemeteries, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the contract described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR

You're free to play



CONTRACT FOR SERVICES
72-Niche Columbarium with Ossuary Purchase & Installation
Fairview/New Hope Cemeteries, Liberty MO 64068

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **11th day of March, 2024**, between **Johnson Granite Supply**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **700 E. 16th Avenue, North Kansas City, MO 64116**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **March 11, 2024** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The Work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 200 calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto **a sum not to exceed \$50,412.**

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Liberty City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take

steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX WARRANTY

The Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee equipment furnished, and work performed for a period of one (1) year from the date of substantial completion.

The Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

The Contractor will provide a separate warranty for the columbarium and cenotaph guaranteeing the materials used to build those structures.

ARTICLE X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Contract. The Contractor shall also require all subcontractors under the Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to the Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection.

MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon the City's receipt of notification from MoDOLIR of violations of 292.675 by the Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XI AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XIII CONTRACT DOCUMENTS

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)

- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Bid (Exhibit A)

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**

CONTRACTOR: **Johnson Granite Supply**

By: Greg Canuteson

Title: Mayor

Attest: Sarah Ranes

Title: Deputy City Clerk

Address for giving notices:

City of Liberty, MO - Parks & Rec Department

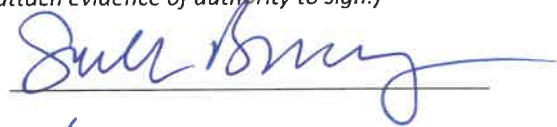
1600 S. Withers Rd.

Liberty, MO 64068

By: 

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: VP of Operations

Address for giving notices:

700 E. 16th Ave

P.O. Box 12457

NKC, MO 64116

Liberty Occupation

License No.:

PENDING RJD

Appendix A

Scope of Work

The 72-Niche Columbarium with Ossuary at Fairview/New Hope Cemetery Project will include the provision, delivery, and installation of the columbarium and cenotaph. The Contractor will be responsible for the following:

PART 1 – GENERAL

A. SCOPE OF WORK AND MINIMUM SPECIFICATIONS

- Columbarium will be a 72-Niche round. Niches must be large enough to fit two sets of cremains in urns (double depth – 16” deep). Number of columbarium sides may vary with 72-Niche as the minimum complete size.
- Columbarium will contain an Ossuary in the center cavity. This cavity will be sealed with access provided through one of the exterior niches. Estimated capacity to be provided with bid.
- Niche fronts may be hung with bronze rosettes to match existing unit or may be secured with hidden latching mechanism. Interior units are to be reinforced concrete with durable polystyrene liner and closure. Other comparable options may be considered.
- The Cenotaph will be a granite monument with two sides prepared for engraving and with engraving capacity for the names and dates for all individuals interred within the Ossuary of the selected Columbarium.
- Granite color selection for all bid items to match existing columbarium:
 - i. Niche fronts to be polished (narrow range) Carnelian granite or manufacturer equivalent. Niche trim to be polished (full range) Rockville white granite or manufacturer equivalent. Cenotaph and Interment Table/Lectern to be polished (narrow range) Carnelian granite or manufacturer equivalent. Cenotaph and Interment Table/Lectern to match niche fronts.

B. CONTRACTOR SERVICES

- The Contractor shall include a minimum of one set of shop drawings for purchased unit.
- The Contractor will fabricate and ship the columbarium, cenotaph, and/or interment table/lectern to installation site.
- The Contractor will install columbarium, cenotaph, and/or interment table/lectern on foundation provided by City based on manufacturer specifications.
- The Contractor should be aware that the working location is within an active cemetery and burials and other functions may interfere with scheduled work. Bidder acknowledges that work stoppages due to this will not be compensated by the City. Burials are scheduled with 24-hour notice and the Cemetery Sexton will coordinate with Contractor to avoid conflicts as best as possible.
- The Contractor will conduct an audit of the project upon completion to confirm that the installation was completed as specified.

C. EQUIPMENT DELIVERY REQUIREMENTS

- Contractor is responsible for delivery of equipment and material to the project site. Advance notice of 48 hours required prior to delivery of equipment to project site or other agreed upon location by the City.
- The City will provide access to the project site and will ensure obstructions have been removed. The Contractor is not responsible for damages to roadways or grades required for reasonable construction access, but will make every reasonable effort to avoid unusual damage.

D. CITY SERVICES

- The City will pour the foundation according the manufacturer provided specifications.

Project Map



Appendix B

Standard Terms and Conditions

The Contractor is expected to comply with City of Liberty Standard Contract Terms and Conditions.

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Cemetery Sexton or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Cemetery Sexton will designate his authorized representatives in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated in March, with final work completed by the time specified under Article II, Time of Commencement and Completion.

C. Contract Type

The City is a municipality and the City and the Contractor acknowledge and agree that this agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, the City and the Contractor agree that the provisions contained in this contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. The City and the Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.

D. Changes.

No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

E. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence
3. **Workers' Compensation:**
 - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.
 4. **Employers' Liability:**
 - \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

F. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

G. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

H. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

I. Cancellation

The City reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. Contractual Disputes

The Contractor shall give written notice to the City of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The City's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

K. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

L. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

M. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

N. Inspection

At the conclusion of the work, the Contractor shall demonstrate to the Cemetery Sexton or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City.

O. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. Permits

The Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Nondisclosure.*

The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF CLAY

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Rolly Johnson III, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Rolly Johnson III and I am currently the President (Title) of JOHNSON GRANITE SUPPLY, INC hereinafter "Contractor", whose business address is 700 E. 16TH AVE NKC, MO 64116, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK24-3, 2024 Columbarium Garden Sidewalks & Monument Foundation.**
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Rolly Johnson II, President
(SIGNATURE)

Rolly Johnson II, President
[printed name], Affiant

Subscribed and sworn to before me this 23rd day of February, 2024

Emily D. Thompson
Notary Public State of Missouri

My Commission Expires: August 6, 2027

Commissioned in Clay County

Commission #: 15387074



PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.



Company ID Number: 40133

Client Company ID Number: 2365087

Approved by:

Employer JOHNSON GRANITE SUPPLY, INC.	
Name (Please Type or Print) SALLY JOHNSON	Title
Signature Electronically Signed	Date 01-22-2024
E-Verify Employer Agent Verify I-9, LLC	
Name (Please Type or Print) Sherry B Griggs	Title
Signature Electronically Signed	Date 01-22-2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01-22-2024



Company ID Number: 40133

Client Company ID Number: 2365087

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	JOHNSON GRANITE SUPPLY, INC.
Company Facility Address	700 E 16TH AVENUE NORTH KANSAS CITY, MO 64116
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	430960470
North American Industry Classification Systems Code	327
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Contractor's Bid

JGS (B) AMENDMENT (REQUESTED)
4/30/2024

BID FORM E

RFP # C24-01

Base Bid: 72-Niche Columbarium with Ossuary

Bid Items	Price	Estimated Quantities	Total
1. Provide and install a 72-niche octagonal/round columbarium with ossuary.	LARGER 16" DEEP NICHES	1	\$ 39,249 ⁰⁰ ✓
2. Provide and install a cenotaph with inscription capacity to match ossuary capacity and stone color matching the columbarium	TOGETHER W(2) ALL POUSH MATCHING GRANITE SURFACES	1	\$ 11,163 ⁰⁰ ✓
3. Provide and install an Internment Table/Lectern with stone color matching the columbarium		1	
Total			\$ 50,412 ⁰⁰ ✓

Total Base Bid: C24 - 01

\$ 50,412⁰⁰

In blank above insert numbers for the sum of the bid.

(FIFTY THOUSAND FOUR HUNDRED TWELVE ⁰⁰/₁₀₀)

In blank above write out the sum of the bid.

JOHNSON GRANITE SUPPLY, INC
Company Name

NOTE FOR ALTERNATES AWARD:

Bids for Alternates may or may not be awarded. The Alternates are placed in order of priority. If alternates are awarded, they will be awarded in the order of priority, up to budgeted amount and the lowest bid will be based upon the base bid and those alternates awarded.

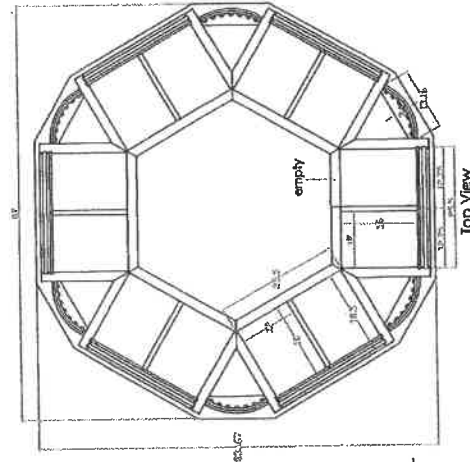
ITB C24-01
72-Niche Columbarium with Ossuary
Page 18 of 18



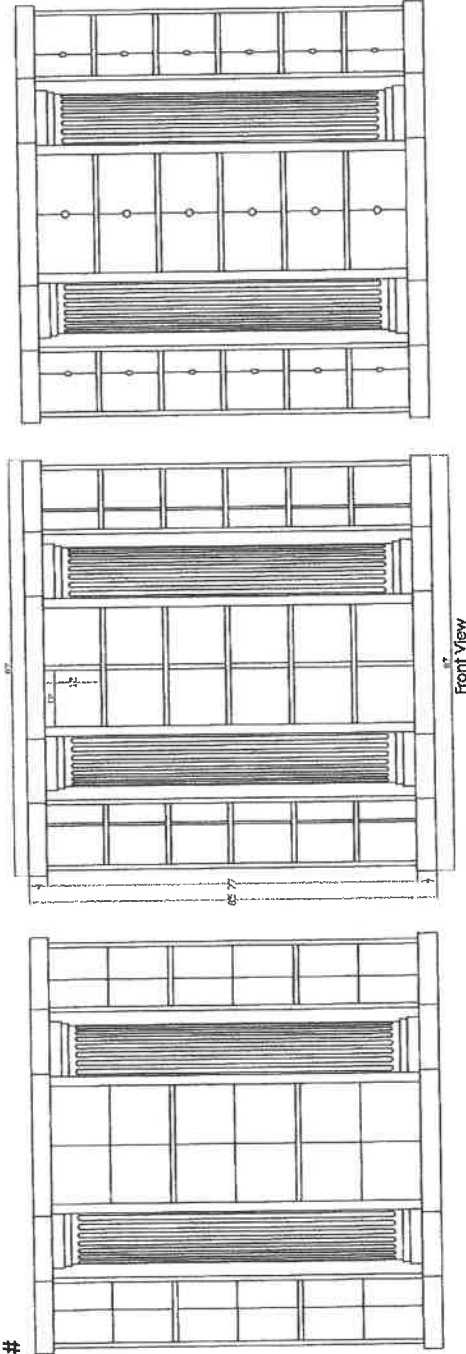
**72 NICHE PRE-ASSEMBLED
GREY GRANITE with
JET BLACK or MAHOGANY
FRONTS with 16" DEEP
NICHE SPACES**

JGS (S) AMENDMENT
11/30/2024

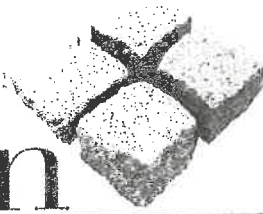
(All granite construction)
19,100 #



- 2024-01-26
Size: 87x83, 167x85
72 Niche Columbarium:
A Cap: 87x83, 167x4=1
B Side Walls: 2x18, 5x77=16
C Middle Shelf: 25, 5x277=6
D Vertical Shelf: 1x16x12=36
E Horizontal Shelf: 25x18, 5x1=12
25x17, 125x1=18
F Inside Doors: 12, 75x0, 5x12=72
G Outside Doors: 25, 5x0, 75x25=18
H Columns: 13, 16x2, 5x77=6
J Base: 87x83, 167x4=1



Johnson GRANITE SUPPLY



700 E. 16th Ave. • P.O. Box 12457
North Kansas City, Missouri 64116
223 W. Railroad St.
Elberton Georgia 30635
816.421.4500 • 1.800.821.3488
Fax 888.626.3488

Requested Amendment to JGS (A) C24 01 Bid City Of Liberty

Bid Items: 2 & 3 JGS Kiosk & Lectern from (2) engineered Limestone supports to (2) all polish matching solid granite supports.

Add \$895 x 2 supports = \$1790 complete.

\$9373 + \$1790 = \$11,163 (with all granite) ✓

~~Total: \$42,954~~ OLD RATE

Sincerely,

Rolly (Tripp) Johnson, III
President
Johnson Granite Supply, Inc.

ABRASIVES • EQUIPMENT • GRANITE • SUPPLIES
Shipping Pallet Express Daily

JGS (A) AMENDMENT (REQUESTED)

BID FORM E

1124/2024

RFP # C24-01

Base Bid: 72-Niche Columbarium with Ossuary

Bid Items	Price	Estimated Quantities	Total
1. Provide and install a 72-niche octagonal/round columbarium with ossuary.		1	\$ 31,791
2. Provide and install a cenotaph with inscription capacity to match ossuary capacity and stone color matching the columbarium	TOGETHER w/ (2) ALL POLISH MATCHING GRANITE SUPPORTS	1	\$ 11,163
3. Provide and install an Internment Table/Lectern with stone color matching the columbarium		1	
Total			\$ 42,954

Total Base Bid: C24 - 01

\$ 42,954⁰⁰

In blank above insert numbers for the sum of the bid.

(FORTY TWO THOUSAND NINE HUNDRED FIFTY FOUR & 00/100)

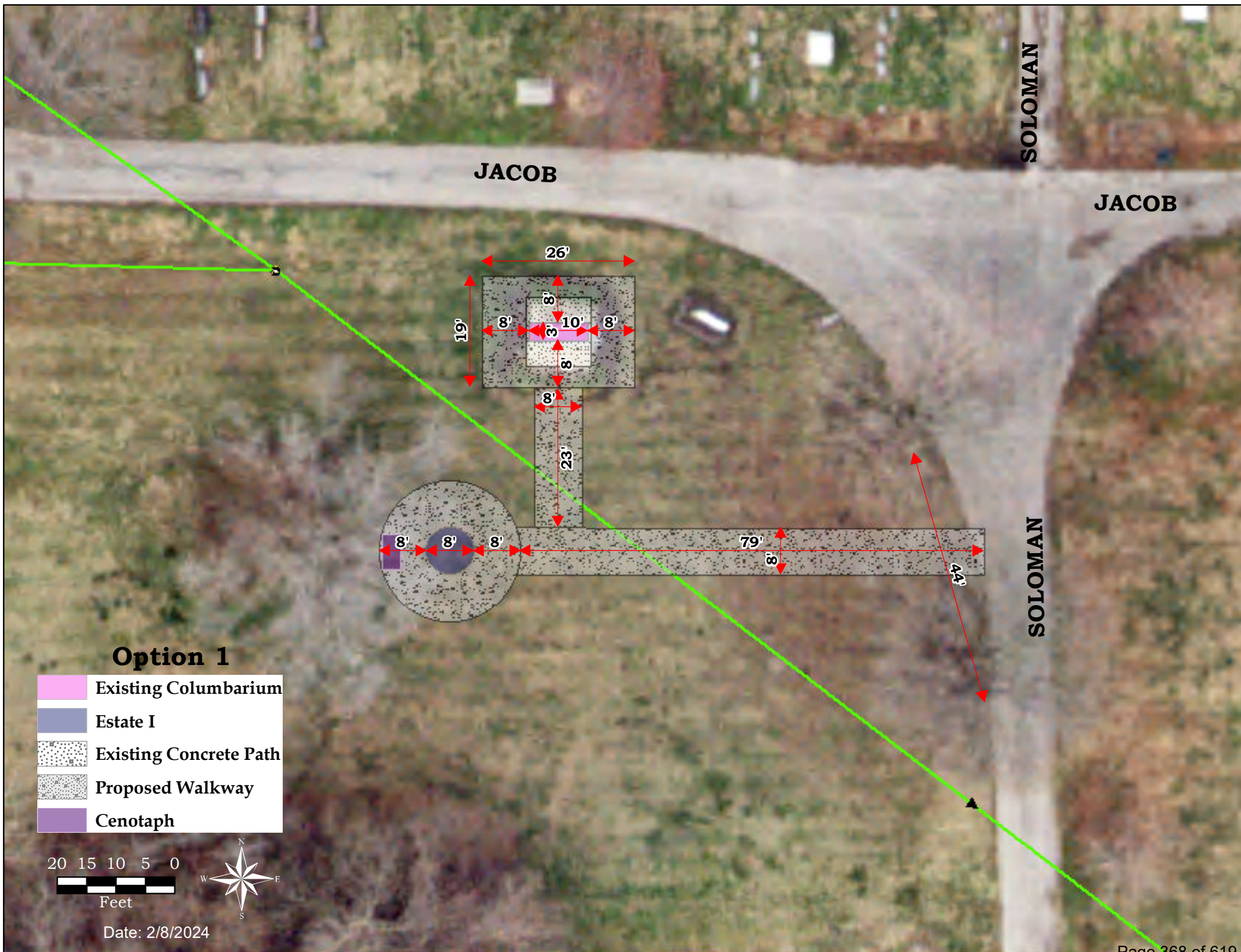
In blank above write out the sum of the bid.

JOHNSON GRANITE SUPPLY, INC
Company Name

NOTE FOR ALTERNATES AWARD:

Bids for Alternates may or may not be awarded. The Alternates are placed in order of priority. If alternates are awarded, they will be awarded in the order of priority, up to budgeted amount and the lowest bid will be based upon the base bid and those alternates awarded.

ITB C24-01
72-Niche Columbarium with Ossuary
Page 18 of 18



JACOB

JACOB

SOLOMAN

SOLOMAN

Option 1

- Existing Columbarium
- Estate I
- Existing Concrete Path
- Proposed Walkway
- Cenotaph

20 15 10 5 0
Feet



Date: 2/8/2024





Department: Parks & Recreation

Submitted By: Erika Brant

Subject: ORDINANCE AMENDING CHAPTER 8 "CEMETERIES," OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI

Summary:

- Chapter 8 of the City Code of the City of Liberty provides regulations for city-owned cemeteries.
- These regulations are also laid out in the companion document City of Liberty Rules and Regulations for City-Owned Cemeteries.
- To streamline City Code, updates were made to Chapter 8 in December 2023.
- Staff recommends an additional change to Section 8-6 to add language regarding the proceeds of columbarium niche sales.

Background:

Chapter 8 – Cemeteries in the City Code of the City of Liberty as well as the companion document City of Liberty Rules and Regulations for City-Owned Cemeteries were both updated on December 18, 2023.

Staff is recommending one additional update to Chapter 8, Section 6. That section deals with the disposition of proceeds from the sales of lots, and requires 25% of lot sales to be placed in the Cemetery Trust Fund. With the addition of a new columbarium, staff recommends adding language to place 50% of the sale of columbarium niches in the Cemetery Trust Fund as well.

The table below shows the funds that would be invested back into the Cemetery Trust when all of the spaces in the current columbarium and new columbarium are sold:

	Remaining Niches	Sales Price	Trust Donation	Total to Trust
Single Niches	33	\$1,200	\$600	\$19,800
Double Niches	72	\$2,400	\$1,200	\$86,400
Ossuary	275	\$450	\$225	\$61,875
				\$168,075

These funds will help repay the funds removed from the Cemetery Trust to pay for the new columbarium, build a columbarium reserve for future expansion of the Cemeteries, and the interest provided by the funds can be used for ongoing Cemetery

maintenance.

Previous Action (if applicable):

This was reviewed and approved by Budget Committee on 2/21/2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 02/21/2024
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Chapter 8 - Cemeteries - Fees Change

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "CEMETERIES," OF THE CODE OF THE
CITY OF LIBERTY, CLAY COUNTY, MISSOURI

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County,
Missouri, as follows:

SECTION I

That Chapter 8, "Cemeteries," is hereby deleted in its entirety and a new
Chapter 8, "Cemeteries" is hereby added as follows:

Chapter 8 – Cemeteries

Sec. 8-1. — City cemetery designated

The tract, piece or parcel of land heretofore, on the first day of March, 1858,
conveyed to the mayor, councilmen and citizens of the city, by William H. Roush and
wife, by deed recorded in "Book S," on page 455 of the records of deeds for the county,
lying north of and contiguous to the fairgrounds in the city, is set apart and dedicated for
a cemetery, to be known and designated as the "Fairview and New Hope Cemetery of
the City of Liberty."

Sec. 8-2. — Plat of city cemetery.

An accurate plat of the city cemetery shall be made by order and under the
direction of the city council, setting forth:

- (1) The blocks and lots, by number, and the dimensions thereof;
- (2) The streets and alleys, corresponding as near as may be, in width and
direction with those heretofore laid off.

Sec. 8-3. - Keeping plat of cemetery, conveyances.

The plat referred to in section 8-2 shall be filed in the office of the city
and all conveyances of cemetery lots shall be made by block and lot as
numbered on such plat.

Sec. 8-4. - Sexton.

The city shall employ a Sexton who shall be responsible for the care and
maintenance of the cemetery, the sale of grave sites, provide for grave openings and

related arrangements, promote contributions to the perpetual care cemetery fund, and such other duties in connection therewith as may be assigned from time to time.

Sec. 8-5. - Trust for care, etc.

The mayor, council members and citizens of the city consent and agree to accept and hold in trust free of charge any fund or property of any description donated or willed to it, in trust for the care and maintenance of city-owned cemeteries.

Any money so donated or willed, with directions that only the interest thereon shall be used, shall be loaned by the city council on unencumbered real estate situated in the county, and not exceeding two-thirds the fair value thereof or invested in bonds issued by the United States, the state, the city or the county, and only the interest received thereon shall be used in maintaining the cemeteries; and all trust monies shall be kept separate from funds derived from the sale of cemetery lots and in a fund known as the "Cemetery Trust Fund."

Sec. 8-6. - Disposition of proceeds from sales of lots and niches.

There shall be placed in the cemetery trust fund twenty-five (25) per cent of the proceeds of the sale of all cemetery lots owned by the city, and such twenty-five (25) per cent shall be and become a part of the permanent trust fund provided for by section 8-5, and the interest only derived from such funds shall be used for the maintenance of city-owned cemeteries.

There shall be placed in the cemetery trust fund fifty (50) per cent of the proceeds of the sale of all cemetery columbarium niches owned by the city, and such fifty (50) per cent shall be and become a part of the permanent trust fund provided for by section 8-5, and the interest only derived from such funds shall be used for the maintenance of city-owned cemeteries.

All such funds so placed in the cemetery trust fund shall be handled and disposed of according to the terms of section 8-5.

Sec. 8-7. - Gifts and bequests.

All money and property derived from gifts, bequests and devises to the city for cemetery purposes, unless otherwise provided in the instrument granting the same, shall be deposited in and become a part of the cemetery trust fund of the city.

Sec. 8-8. – Cemetery, schedule of fees.

Fees for purchase of spaces, openings and closings are based on the schedule of fees in full force and effect, having been approved by the city council and on file in the office of the deputy city clerk.

Sec. 8-9. – Repurchase of cemetery lots.

The city may repurchase unused cemetery lots. The city shall, within thirty (30) days after the lot is offered to the city, either purchase the lot for the price for which the lot was originally sold or reject the same. If the price for which a lot originally sold cannot be ascertained, the resale price shall be set in accordance with the city's schedule of fees.

Sec. 8-10. – Cemetery, Rules and Regulations.

Rules and Regulations regarding cemetery operations including Interment and Disinterment policies and general regulations for lot owners and the public are in the companion document "City of Liberty Rules and Regulations for City-Owned Cemeteries" and are in full force and effect, having been approved by the city council and on file in the office of the deputy city clerk.

Sec. 8-11. – Penalty.

Any person who shall violate, fail, neglect or refuse to comply with any provisions, regulations, or requirements of this chapter shall, upon conviction, be punished as prescribed in section 22-70 for each such offense.

SECTION II

This ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-71

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: ORDINANCE AMENDING CHAPTER 8, "CEMETERIES" OF THE CODE OF THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND ADDING FEES FOR THE CEMETERY TO THE CITY'S SCHEDULE OF FEES

Summary:

- The City of Liberty maintains a Schedule of Fees for all departments which is reviewed on an annual basis.
- Staff reviews current rates on a yearly basis consisting of contractor fees, supply fees, and comparisons of like cemeteries.
- The current fee structure has been in place since December 2021 with a minor update to weekend opening and closing fees made in September 2023.
- As an acknowledgment that the fees paid to contractors are subject to annual updates and that cemetery costs are not static, it is suggested the City Cemeteries switch to a range of fees to more easily adapt to these changes.

Background:

- The City of Liberty's burial fees require annual updates to remain regionally competitive, account for changes in contractor pricing and cemetery offerings, and to continue to maintain the cemetery.
- The contractor used for open/close services updates pricing annually.
- 98% of the cemetery lots have been sold, leaving approximately 600 spaces remaining for new sales. Staff recommends raising the price of the lots to address the dwindling number of lots available. The suggested price is still less than other local cemeteries by at least \$500.00/lot.
- Since the adding of a full-time Sexton, the cemetery budget has seen a rise in maintenance costs as deferred maintenance has been completed, and new issues are being addressed as they arise. The new Sexton has had a year to determine the amount of work required for each type of burial, and recommends adjusting the fees to properly account for staff time.
- The addition of a new columbarium will create new niche varieties that require new categories in the cemetery schedule of fees.
- Staff recommends adding a columbarium open/close fee to account for staff time during services and during the engraving process.
- Staff also recommends changing the fees for engraving and Clay County Recording Fees to reflect that those prices are set by the County and vendors outside the City.
- In order to continue to maintain the cemeteries, Staff is recommending the following fee changes.

PROPOSED FEE CHANGES

Category	Current Fee	Proposed Range	Proposed Fee
Spaces	\$900	\$1,500-\$2,000	\$1,500
Columbarium Niche (Single)	\$1,200	\$1,200-\$1,500	\$1,200
Columbarium Niche (Double)	N/A	\$2,400-\$3,000	\$2,400
Ossuary Space	N/A	\$450-\$700	\$450
Clay County Deed Recording Fee*	\$24	Fee Set by Clay County	Fee Set by Clay County
Lot Open/Close – Cremains/Ashes*	\$550	\$750-\$1,000	\$750
Weekend Lot Open/Close – Cremains/Ashes*	\$750	\$950-\$1,200	\$950
Lot Open/Close – Non-Cremains/Ashes*	\$1,000	\$1,000-\$1,500	\$1,000
Weekend Lot Open/Close – Non-Cremains/Ashes*	\$1,200	\$1,200-\$1,700	\$1,200
Columbarium Open/Close*	N/A	\$150-\$250	\$150
Plaque Engraving	\$155-\$665	Direct Vendor Cost	Direct Vendor Cost
Repurchase of Cemetery Lot	\$75	\$75 OR Original Purchase Price with Proof of Purchase**	\$75 OR Original Purchase Price with Proof of Purchase**

*Note – Fee set by Clay County for recording of new deeds and is subject to change by the County.

*Note – Repurchase price will be based on whichever amount is greater. Those interested in returning a cemetery lot or columbarium niche should contact the Cemetery Sexton.

*Note – No holiday burials.

Staff recommends adjusting the above fees beginning March 12, 2024.

Previous Action (if applicable):

This was reviewed and approved by the Budget Committee on 2/21/2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 02/21/2024
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Amending Chapter 8, "Cemeteries" of the Code Updating & Adding Fees for the Cemetery

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 8, "CEMETERIES" OF THE CODE OF THE CITY OF
LIBERTY, CLAY COUNTY, MISSOURI, UPDATING AND ADDING FEES FOR THE
CEMETERY TO THE CITY'S SCHEDULE OF FEES

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as
follows:

SECTION I

Such fees are hereby established by the City Council of the City of Liberty, Clay County,
Missouri and said fees to be added to the City's Schedule of Fees. Said fees herein may be
modified in the future of resolution of City Council.

	<u>Current Fee</u>	<u>Proposed Range</u>	<u>Proposed Fee</u>
Spaces	\$900	\$1,500-\$2,000	\$1,500
Columbarium Niche (Single)	\$1,200	\$1,200-\$1,500	\$1,200
Columbarium Niche (Double)	N/A	\$2,400-\$3,000	\$2,400
Ossuary Space	N/A	\$450-\$700	\$450
*Clay Co. Deed Recording Fee	\$24	Set by Clay Co.	Set by Clay Co.
*Lot Open/Close	\$550	\$750-\$1,000	\$750
(Cremains/Ashes)			
*Weekend Lot Open/Close	\$750	\$950-\$1,200	\$950
(Cremains/Ashes)			
*Lot Open/Close	\$1,000	\$1,000-\$1,500	\$1,000
(Non-Cremains/Ashes)			
*Weekend Lot Open/Close	\$1,200	\$1,200-1,700	\$1,200
(Non-Cremains/Ashes)			
*Columbarium (Open/Close)	N/A	\$150-\$250	\$150
Plaque Engraving	\$155-\$655	Direct Vendor Cost	Direct Vendor Cost
Repurchase of Cemetery Lot	\$75	\$75 OR	\$75 OR
		Original Purchase	Original Purchase
		Price with Proof of	Price with Proof of
		Purchase	Purchase

SECTION II

This ordinance shall be in full force and effect from and after its passage by the City
Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

ORDINANCE NO. _____ (CONT.)

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-72

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: ORDINANCE APPROVING A CONTRACT WITH DOWNEY CONSTRUCTION, INC. FOR THE INSTALLATION OF CONCRETE SIDEWALKS AND MONUMENT FOUNDATION IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED \$17,450.00

Summary:

- The purchase of a new Columbarium for installation at Fairview Cemetery requires hiring a professional construction service to pour the foundation.
- Downey Construction will pour the foundation for the new columbarium, expand the existing apron around the current columbarium, and pour sidewalks to connect both units to the existing roadway.
- The quoted price is \$17,450.00 for this project using a cooperative pricing agreement the contractor has with the City of Independence.

Background:

The installation of the new columbarium will require a professionally poured foundation. Downey Construction, will also expand the apron around the existing columbarium and will pour new sidewalks to connect the two units and the existing roadway.

City staff intend to perform initial digging and grade work to decrease costs and because there is a presence of a nearby sewer main. The contractor will perform final grade and complete the concrete pour and finishing.

The funding for this project will come from two sources. A Columbarium Reserve fund has been growing since the installation of our first unit in 2011 and held \$19,969.00 at the end of 2023. The Cemetery Trust Fund, held at Greater Kansas City Community Foundation, has \$467,000.00 in principal. The Columbarium Reserve will be fully spent with the Cemetery Trust Fund providing the remaining funding for this project. The guidelines adopted for good stewardship of the Cemetery Trust Fund require a minimum principal balance of \$350,000.00, which we will remain well above. Additionally, all money spent on this project will be returned to the trust as 50% of each niche sale will be placed back into the principal resulting in full repayment after approximately 50 double niche sales.

Staff recommends entering into a contract with Downey Construction to pour the foundation for the new columbarium and sidewalks and aprons for the new columbarium Garden.

Previous Action (if applicable):

This proposal was reviewed and approved by Budget Committee on 2/21/2024.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 02/21/2024
Other:	Completed/Recommended:

Financial Considerations:

X Budgeted:	Line Item: 73.70.226.36.7510	Amount: \$17,450.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - 2024 Fairview Cemetery Columbarium Garden Sidewalks & Monument Foundation
2. Contract - Concrete Work for Columbarium Garden - Signed by Downey Construction

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH DOWNEY CONSTRUCTION, INC. FOR
THE INSTALLATION OF CONCRETE SIDEWALKS AND MONUMENT FOUNDATION
IN FAIRVIEW AND NEW HOPE CEMETERIES IN AN AMOUNT NOT TO EXCEED
\$17,450.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a certain contract by and between the City of Liberty and Downey Construction, Inc., 3626-B Noland Court, Independence, MO 64055-3350, in an amount not to exceed SEVENTEEN THOUSAND FOUR HUNDRED AND FIFTY DOLLARS AND NO/100 (\$17,450.00) for the installation of concrete sidewalks and a monument foundation in Fairview and New Hope Cemeteries, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the contract described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CONTRACT FOR SERVICES
*Columbarium Garden Sidewalks & Monument Foundation
Fairview/New Hope Cemeteries, Liberty MO 64068*

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **11th day of March, 2024**, between **Downey Construction, Inc.**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **3626-B Noland Court, Independence, MO 64055-3350**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **March 11, 2024** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 120 calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto **a sum not to exceed \$17,450.**

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Liberty City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take

steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX WARRANTY

The Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials (1 year), equipment furnished, and work performed for a period of one (1) year from the date of substantial completion.

The Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Contract. The Contractor shall also require all subcontractors under the Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to the Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon the City's receipt of notification from MoDOLIR of violations of 292.675 by the Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the

Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XI AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XIII CONTRACT DOCUMENTS

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Proposal (Exhibit A)

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**

CONTRACTOR: **Downey Construction, Inc.**

By: Greg Canuteson

By: Guy V Downey

Title: Mayor

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Sarah Ranes

Attest: Karen A Downey

Title: Deputy City Clerk

Title: Office Manager

Address for giving notices:

City of Liberty, MO - Parks & Rec Department

1600 S. Withers Rd.

Liberty, MO 64068

Address for giving notices:

3626B E Noland Ct.

Independence, MO 64055

Liberty Occupation

License No.: _____

Appendix A

Scope of Work

This project will involve creating a foundation for a new columbarium, expand the existing apron around the current columbarium, and pour sidewalks to connect both units to the existing roadway. The Contractor will be responsible for the following:

- Grade areas, install and compact gravel;
- Install reinforcing steel;
- Form, place and finish new concrete monument base and sidewalks using 4000 psi KCMMB mix;
- Apply acrylic sealer;
- Clean-up and haul off debris.

Project Map



Appendix B

Standard Terms and Conditions

All bid/quote/RFQ/RFP respondents are expected to comply with City of Liberty Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Cemetery Sexton or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Cemetery Sexton will designate his authorized representatives in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated in March, with final work completed by the time specified under Article II, Time of Commencement and Completion.

C. Contract Type

The City is a municipality and the City and the Contractor acknowledge and agree that this agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, the City and the Contractor agree that the provisions contained in this contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. The City and the Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.

D. Changes.

No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

E. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate

2. Comprehensive Automobile Liability:
 - Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence
3. Workers' Compensation:
 - Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.
4. Employers' Liability:
 - \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

F. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

G. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

H. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

I. Cancellation

The City reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. Contractual Disputes

The Contractor shall give written notice to the City of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The City's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

K. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

L. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

M. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

N. Inspection

At the conclusion of the work, the Contractor shall demonstrate to the Cemetery Sexton or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City.

O. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. Permits

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. *Nondisclosure.*

The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Federal Work Authorization Affidavit

STATE OF MISSOURI
COUNTY OF Jackson

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

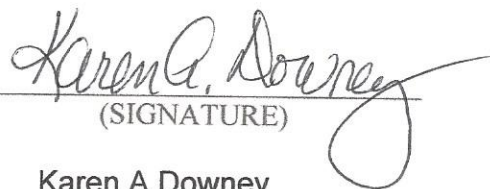
BEFORE ME, the undersigned authority, personally appeared _____,

who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Karen A Downey and I am currently the Office Manager (Title) of Downey Construction Inc hereinafter "Contractor", whose business address is 3626B E Noland Ct.
Independence, MO 64055, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK24-3, 2024 Columbarium Garden Sidewalks & Monument Foundation.**
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

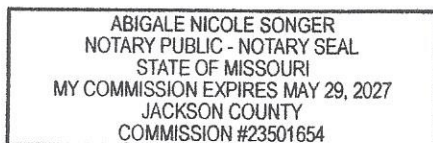
Further, Affiant saith not.


(SIGNATURE)

Karen A Downey

[printed name], Affiant

Subscribed and sworn to before me this 23 day of February, 20 24




Notary Public State of Missouri

My Commission Expires: 05/29/2027
Commissioned in Jackson County
Commission #: 23501654

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

Contractor's Proposal



Office (816) 373-1092
Fax (816) 373-3192
downeyconstruction@gmail.com

3626-B NOLAND COURT • INDEPENDENCE, MO 64055-3350

PROPOSAL SUBMITTED TO:		PHONE	DATE
Andrew Ford Liberty Parks & Recreation (aford@libertymo.gov)		816-509-0445	9/25/23
STREET ADDRESS		JOB NAME	
1600 S WITHERS ROAD		SIDEWALKS @ MONUMENT	
CITY, STATE, ZIP CODE		JOB LOCATION	
LIBERTY, MO 64068		CORNER OF JACOB & SOLOMAN LIBERTY COMMUNITY CENTER FAIRVIEW CEMETERY	

We hereby submit specifications and estimates for:

All labor, material and equipment to *install new monument base with sidewalks around existing monument; sidewalks around new monument base and sidewalks leading from new monument base to street.* Project includes:

- 1) Grade areas, install and compact gravel;
- 2) Install reinforcing steel;
- 3) Form, place and finish new concrete monument base and sidewalks using 4000 psi KCMMB mix;
- 4) Apply acrylic sealer;
- 5) Clean up and haul off all debris

We propose to furnish material and labor complete in accordance with above specifications for the

sum of: SEVENTEEN THOUSAND FOUR HUNDRED FIFTY Dollars (\$ 17,450.00)

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

AUTHORIZED SIGNATURE: KA Downey

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED within THIRTY (30) days. ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE: _____ SIGNATURE: _____



CITY COUNCIL ACTION REPORT

Meeting Date: March 11, 2024

A/R No.: 2024-74

Department: Parks & Recreation

Submitted By: Erika Brant

Subject: ORDINANCE APPROVING A CONTRACT WITH MIKE HAGEN ELECTRIC, INC. FOR ELECTRICAL UPDATES TO THE FLAGPOLE AT THE VETERAN'S MEMORIAL IN FAIRVIEW CEMETERY IN AN AMOUNT NOT TO EXCEED \$6,100.00

Summary:

- As part of routine care of the Cemetery, the lighting and electrical service for the flagpole at the Veteran's Memorial in Fairview Cemetery is in need of updates.
- The existing electrical service and lights are outdated and not functioning properly, resulting in an unlit American flag at the Veteran's Memorial.
- After collecting quotes, staff recommended hiring Mike Hagen Electric, Inc. to install a new electrical service and ground mounted light at the Veteran's Memorial for a quoted price of \$6,100.00.

Background:

The American flagpole at the Veteran's Memorial will be replaced this year, and as a part of that project, staff recommends updating the lighting for the flag and memorial as well.

The existing lighting solution is mounted on the current flag pole and has been non-functional for over a year due to water damage and a broken mounting. Additionally, the existing electrical service was installed by volunteers 10 years ago and is in need of an update, including a modern breaker box that is not mounted directly to the utility pole. These updates have been requested by local veteran's organizations and by individual visitors to the cemetery so that proper respect is paid both to our flag and to this memorial.

Two quotes for this project were obtained, and staff recommended the selection of Mike Hagen Electric, Inc. for this project because they are able to complete the project without having to cut through the asphalt on any of the internal cemetery roads.

Mike Hagen Electric, Inc. proposes installing a new breaker box behind the nearby stone fence pillar that will tie into the existing electrical meter and feed the new ground-mounted light to provide overnight lighting on the American flag at the Veteran's Memorial. This quote includes boring under the road (internal Cemetery road, Rachel) to prevent cutting the asphalt to lay new conduit, thereby minimizing disruptions to cemetery visitors.

Mike Hagen Electric, Inc. will be responsible for providing all materials and labor for this project with the cemetery Sexton serving as staff contact and ensuring that all underground work does not disturb nearby graves.

Staff recommends entering into a contract with Mike Hagen Electric, Inc. to install a new electrical service and ground-mounted light at the Veteran's Memorial in an amount not to exceed \$6,100.00.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

X	Budgeted:	Line Item: 73.70.226.04.5075	Amount: \$6,100.00
		Line Item:	Amount:
		Revenue Line (if applicable):	Amount:
	Non-Budgeted	Line Item:	Amount:
		Line Item:	
		Funding Source:	Amount:

Attachments:

1. Ordinance Approving a Contract with Mike Hagen Electric - Flagpole at the Veteran's Memorial in Fairview Cemetery
2. Contract - Electrical Service and Light Installation at Fairview Cemetery - Signed by Mike Hagen Electric

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH MIKE HAGEN ELECTRIC, INC. FOR ELECTRICAL UPDATES TO THE FLAGPOLE AT THE VETERAN'S MEMORIAL IN FAIRVIEW CEMETERY IN AN AMOUNT NOT TO EXCEED \$6,100.00

BE IT ORDAINED, by the City Council of the City of Liberty, Clay County, Missouri, as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Mike Hagen Electric, Inc., 8820 NE 108th St., Kansas City, MO 64157, in an amount not to exceed SIX THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$6,100.00) for the installation of a new electrical service and flag pole lights in Fairview and New Hope Cemeteries, a copy of said contract being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council of the City of Liberty, Clay County, Missouri, hereby authorizes the Mayor to sign the contract described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by Council this _____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Approved by the Mayor this _____ day of _____, 2024.

MAYOR



CONTRACT FOR SERVICES
Veterans Monument Electrical Updates
Fairview/New Hope Cemeteries, Liberty MO 64068

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this **11th day of March, 2024**, between **Mike Hagen Electric, Inc.**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **8820 NE 108th St., Kansas City, MO 64157**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **March 11, 2024** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, and termination clauses as needed or required. The Work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 70 calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III
CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto **a sum not to exceed \$6,100.**

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Liberty City Council, at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineers' estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V
INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

ARTICLE VI
DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take

steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

The Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

The Contractor will supervise and direct the work performed, and shall be responsible for his employees. The Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

The Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. The Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

The Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

The Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If the Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX WARRANTY

The Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials (1 year), equipment furnished, and work performed for a period of one (1) year from the date of substantial completion.

The Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

ARTICLE X NOTICE OF CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

The Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by the contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Contract. The Contractor shall also require all subcontractors under the Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to the Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon the City's receipt of notification from MoDOLIR of violations of 292.675 by the Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the

Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XI AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

ARTICLE XIII CONTRACT DOCUMENTS

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
 - Contractor's Proposal (Exhibit A)

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Liberty the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

OWNER: **City of Liberty, Missouri**

CONTRACTOR: **Mike Hagen Electric, Inc.**

By: Greg Canuteson

Title: Mayor

Attest: Sarah Ranes

Title: Deputy City Clerk

Address for giving notices:

City of Liberty, MO - Parks & Rec Department

1600 S. Withers Rd.

Liberty, MO 64068

By: 

Title: Project Manager
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Office Manager

Address for giving notices:

8820 NE 108th St

Kansas City MO 64157

Liberty Occupation
License No.:

LIC-10-08-30075

Appendix A

Scope of Work

The Contractor agrees to install a new circuit for the flag pole lights at the Fairview Cemetery in Liberty, MO.

This will require directional boring under an access road to get the circuit from the service to the flag pole. The Contractor will install a 3/4" PVC conduit from the service to the light fixtures.

The existing electrical service will go away from the pole and be replaced with a free-standing service located close to the rock column to the South of the pole.

The Contractor will then install 3" PVC conduit from the new service to the pole for connection by Evergy.

At the flag pole the contractor will remove the existing conduit and light fixture and replace them with a ground mounted light fixture.

The new LED fixture will be mounted on a direct buried garden post made for this installation.

Standard Terms and Conditions

The Contractor is expected to comply with City of Liberty Standard Contract Terms and Conditions.

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Cemetery Sexton or his authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Cemetery Sexton will designate his authorized representatives in writing. Both the City and the Contractor must approve any changes to the contract in writing.

B. Contract Award

Award of this contract is anticipated in March, with final work completed by the time specified under Article II, Time of Commencement and Completion.

C. Contract Type

The City is a municipality and the City and the Contractor acknowledge and agree that this agreement constitutes a "Public Works Contract" as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, the City and the Contractor agree that the provisions contained in this contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. The City and the Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.

D. Changes.

No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

E. Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

- Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

F. Exemption from Taxes

The City of Liberty is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

G. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

H. Invoicing and Payment

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

I. Cancellation

The City reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. Contractual Disputes

The Contractor shall give written notice to the City of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The City's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or his designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

K. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

L. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Liberty codes.

M. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Liberty property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

N. Inspection

At the conclusion of the work, the Contractor shall demonstrate to the Cemetery Sexton or their authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City.

O. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

P. Permits

The Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Liberty. This permit can be obtained from the office of the Deputy City Clerk, 101 E. Kansas, Liberty, Missouri, 64068.

Q. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents

within a submittal will become open records.

R. *Nondisclosure.*

The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Federal Work Authorization Affidavit

STATE OF MISSOURI

COUNTY OF Clay

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Dale R. Prather, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Dale R. Prather and I am currently the Project Manager (Title) of Mike Hagen Electric hereinafter "Contractor", whose business address is 8820 N.E. 108th Street, Kansas City, MO 64157, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK24-3, 2024 Columbarium Garden Sidewalks & Monument Foundation.**
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.


(SIGNATURE)

Dale R. Prather
[printed name], Affiant

Subscribed and sworn to before me this 28th day of February, 20 24


Notary Public State of Missouri

My Commission Expires: 6/20/2026
Commissioned in Clay County
Commission #: 22538331



PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.

Contractor's Proposal

**Mike Hagen Electric, Inc.**

Kansas City, MO 64157
8820 NE 108th Street

Phone #	Fax #	E-mail
816-734-5100	816-734-5113	susan@mikehagenelect...

www.mikehagenelectric.com

Estimate

Date	Estimate #
2/2/2024	S4315

Name/ Address		PROJECT	
City of Liberty 234 W Shader St Liberty MO 64068		Cemetery-Shader St	
DESCRIPTION		COST	Total
Proposal for Electrical Wiring for the following: The installation of a new circuit for the flag pole lights at the Fairview Cemetery in Liberty, MO. This will require directional boring under an access road to get the circuit from the service to the flag pole. We will install a 3/4" PVC conduit from the service to the light fixtures. The existing electrical service will go away from the pole and be replaced with a free standing service located close to the rock column to the South of the pole. We will then install 3" PVC conduit from the new service to the pole for connection by Everyg. At the flag pole, we will remove the existing conduit and light fixture and replace with a ground mounted light fixture. The new LED fixture will be mounted on a direct buried garden post made for this installation. Price Includes Labor and Material to Complete Job as Specified Above Please Date and Sign As Acceptance of Responsible Party for Payment And Return for us to Proceed Please Date and Sign As Acceptance of Responsible Party for Payment And Return for us to Proceed PRICE DOES NOT INCLUDE: Surveying Tunneling Rock Excavation - Fragmented or Solid Silt Fence Replacement Grading Seeding & Sodding Private unlocated utilities are not the responsibility of Mike Hagen Electric, Inc. If damage occurs, the responsibility lies on the owner of the property. The owner must locate his/her utilities. Any insurance requirements over and above standard limits will be charged at an additional charge.		6,100.00	6,100.00
			0.00
This Proposal Price Is Valid For 30 Days. Please Verify Pricing If Over 30 Days.		Total	\$6,100.00

All Invoices Are To Be Paid Within 30 Days Or 1- 1/2% Interest Will Be Charged. If the account becomes 90 days delinquent it is understood that the account may be placed for collection. If this account is placed with an attorney for collection or suit, the customer agrees to pay reasonable attorney fees. We do not work for your insurance company, therefore we do not accept delayed payment due to a claim.



Department: Parks & Recreation

Submitted By: Erika Brant

Subject: RESOLUTION APPROVING THE CITY OF LIBERTY RULES AND REGULATIONS FOR CITY-OWNED CEMETERIES

Summary:

- Chapter 8 of the City Code of the City of Liberty provides regulations for city-owned cemeteries.
- These regulations are also laid out in the companion document City of Liberty Rules and Regulations for City-Owned Cemeteries.
- The document City of Liberty Rules and Regulations for City-Owned Cemeteries was previously updated on December 18, 2023.
- Due to the addition of the new columbarium and garden, Staff recommends a few additional updates to the document.

Background:

Due to the addition of a new columbarium, staff recommends adopting the revised City of Liberty Rules and Regulations for City-Owned Cemeteries document included as an attachment. A summary of the changes to that document is detailed below.

Introduction

- Removed the Cemetery Clerk as a contact for the Cemetery.
- Add a line stating that appeals to decisions made by the Cemetery Sexton should be directed to the office of the Deputy City Clerk for consideration by City Council.

Outer Burial Containers, Memorials, Foundations and Installation

- Add rule #3 that a monument permit along with a mock-up of the proposed monument should be submitted to the Cemetery Sexton for approval before the installation of all markers, cornerstones and monuments.
- Add rule #4 that an engraving permit along with a mock-up of the proposed engraving should be submitted to the Cemetery Sexton for approval before the engraving of all niche plates and cenotaph plaques.
- In rule #6, add nice faceplates and cenotaph plaques, and clarify reasons the installation of those items may be prohibited by the Cemetery Sexton.

Staff recommends adopting the revised companion document, City of Liberty Rules and Regulations for City-Owned Cemeteries.

Previous Action (if applicable):

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Resolution Approving Rules and Regulations of City-Owned Cemeteries
3.11.2024
2. City of Liberty Rules and Regulations of City-Owned Cemeteries - Edits for
3.11.2024

RESOLUTION NO. _____

RESOLUTION APPROVING THE CITY OF LIBERTY RULES AND REGULATIONS
FOR CITY-OWNED CEMETERIES

WHEREAS, the City of Liberty owns and operates cemeteries; and

WHEREAS, Chapter 8 of the Code of the City of Liberty prescribes certain laws related to the operation and use of the cemeteries; and

WHEREAS, staff updated the document titled, "City of Liberty Rules and Regulations for City-Owned Cemeteries", to provide the specifics of cemetery operations for lot owners and the public; and

WHEREAS the document will act as a companion document to the Code; and

WHEREAS, staff recommends that City Council approve the document;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the City of Liberty Rules and Regulations for City-Owned Cemeteries is hereby approved.

PASSED by the City Council this _____ day of _____ 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Rules and Regulations
for
City-Owned Cemeteries

Fairview Cemetery
New Hope Cemetery
Mount Memorial Cemetery

Introduction

The purpose of these rules and regulations is to provide for the orderly operation of all city-owned cemeteries. They will also serve as a guideline to ensure the beauty, peacefulness, and solemnness to the areas that serve as a tribute for loved ones laid here to rest.

The following rules and regulations may be amended, altered, modified or corrected at any time by the City of Liberty. All owners and holders of property shall be required to comply with the rules and regulations as may be in effect at all times. For information not covered in this document, please contact the Cemetery Sexton at (816) 509-0445.

Appeals to any decision made by the Cemetery Sexton should be submitted to the Deputy City Clerk for consideration by City Council.

General Regulations

1. The Cemetery grounds are sacredly devoted to the burial of human dead and the provisions and penalties of the law, as provided by ordinance, will be strictly enforced in all cases of wanton injury, disturbance and disregard for these Rules and Regulations.
2. The City is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery. This includes headstones and markers, which are owned by the family members. Repairs to headstones and markers are the responsibility of the family.
3. The City shall have the right to reset or repair any monuments that are deemed detrimental to the appearance of the grounds or present a safety issue to Cemetery visitors. The City may also utilize volunteers to assist in routine monument cleaning under the supervision of City Staff.
4. Except for the seven (7) days following Easter, Mother's Day, Memorial Day, and Father's Day, boxes, shells, toys, sprinkling cans, receptacles, or similar items (other than vases meeting the cemetery's specifications that have been placed with the Cemetery's permission) are not permitted to be placed on any interment space or elsewhere in the Cemetery, and if placed, the City may remove such items. Glassware is not permitted at any time.
5. No benches, chairs or like items shall be permitted to be left upon the Cemetery grounds, except with written permission from the Cemetery Sexton.
6. If a tree, shrub or plant standing upon any lot becomes detrimental to adjacent lots or avenues due to protruding roots or branches, or if any removal is deemed necessary due to any reason, the City shall have the right to perform whatever maintenance is required to correct the condition.

No lot shall be decorated with any tree or shrub, nor shall the lot be disturbed in any way without first obtaining the consent of the Director of Parks and Recreation or their designated representative. Memorial shrubs, trees, and bushes may be planted in designated areas within the Cemetery with an approved landscaping permit. Flowers are permitted to be planted in portions of the plot not affecting the routine maintenance of the cemetery. A landscaping permit must be approved prior to any plantings within City-owned Cemeteries.

7. All decorations, whether natural or artificial, shall be subject to the Cemetery's written policies.

Glass is never permitted in City-owned Cemeteries.

FROM MARCH 15 TO OCTOBER 15 – Fresh cut flowers or small artificial bouquets will be permitted as grave decorations. Exceptions: On EASTER, MOTHER’S DAY, MEMORIAL DAY, and FATHER’S DAY other appropriate decorations may be used for one week only (such as boxes, metal containers, potted plants and wreaths). No glass will be permitted. Any decoration you wish to retain must be picked up within seven days after each of the above days or they will be REMOVED AND DISCARDED. Lighting (including solar lights, battery powered, etc.) is not allowed from March 15 to October 15 unless it is permanently affixed to a monument.

FROM OCTOBER 15 TO MARCH 15 – Any appropriate winter decoration may be used such as wreaths, solar lighting, blankets and artificial flowers. Decorations other than those permitted between March 15 and October 15 will be REMOVED AND DISCARDED at the beginning of the mowing season.

Floral decorations in vases that are permanently a part of a monument will be allowed year-round, but will be removed by City Staff if they become withered, faded, or otherwise unsightly.

8. The City reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways, and roads.
9. All persons are strictly forbidden to break or injure any tree shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.
10. City Staff should be informed of all maintenance activities in City owned cemeteries. This includes but is not limited to contractors, volunteers, lot owners, families, and visitors. Maintenance activities are defined as any action intended to alter/improve an existing monument, landscape, hardscape, signage, roadway or other permanent feature within the Cemetery. This does not include routine activities such as changes to décor, removal of debris or weeds, and monument cleaning that does not require chemicals. Questions about maintenance activities in City-owned cemeteries can be directed to the Cemetery Sexton at (816) 509-0445.
11. No fencing of any kind or description shall be built or placed in or around any lot or lots.
12. All curbs or coping on or around any lot shall be flush with the ground.
13. No one, other than authorized representatives of the City, shall leave unattended in the Cemeteries any still or motion-picture camera or digital video recording device. For purposes of this regulation, a device is unattended if the user is not within 20 feet of the device. Any device found in the Cemetery in violation of this regulation shall be removed and confiscated by the City.
14. It is unlawful for any person to post or place any advertisement within the Cemetery at any time.
15. No entry of the Cemetery is allowed after dark.

Interment Regulations

1. All Cemetery charges and fees for interment services must be paid in full before an interment is made in a particular interment space within the Cemetery. All fees for disinterments must also be paid in advance.

2. The City must be provided with advanced notice of 24 hours before the time of the service before interment can be performed. Notice shall be considered from the time all interment fees are paid and an authorization permit is completed. Weekends are not to be considered as a part of the 24-hour notification period. For services following a City observed holiday, notification shall be given by 9:00 am for an afternoon service that day. Examples: For a Thursday service at 11:00 am, notification will need to be complete before 11:00 am on Wednesday. For a Tuesday service at 2:00 pm, following an observed holiday, notification will need to be completed before 9:00 am that same day. Exceptions will be made only in causes of death from contagious diseases.
3. The City may postpone or reschedule a grave side or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the City.
4. No more than one human remains shall be interred in one interment space. No more than two cremated human remains shall be interred in one interment space. No more than three interments shall be permitted in one interment space. Cremated pet remains are allowed, but can only be interred at the time of a human interment.
5. The scattering of cremated remains shall not be permitted.
6. All interments within the Cemetery shall be performed or supervised only by authorized City personnel.
7. The City relies upon the identification of the deceased provided by the next-of-kin or authorized representative, and shall have no obligation to independently establish or verify the identity of the remains or cremains to be interred.
8. The City shall not be liable for any delay in interment (1) when a protest to interment has been made, or (2) which results from a noncompliance with the rules Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protests must be in writing and filed with the City.

Disinterment Regulations

1. As a condition to perform any disinterment, the Cemetery requires written authorization signed by the Owner and the City representative. All disinterments must be conducted in accordance with state and local law. The County coroner will be contacted prior to all disinterments and that office will determine if a permit is required.
2. The Cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment in accordance with written instructions of the Owner and his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.
3. All disinterments within the Cemetery shall be performed or supervised only by authorized City personnel.

Outer Burial Containers, Memorials, Foundations, and Installation

1. Caskets shall be placed in a two-piece concrete box or equal vault. Vaults are not necessary for graves for newborns or still born infants.
2. The City will not be responsible for the installation of foundations for monuments or markers. The installer of such foundation shall apply for a permit for each foundation from the Cemetery Sexton prior to such installation.
3. A Monument Permit along with a mock-up including all symbols and verbiage of the proposed monument should be submitted to the Cemetery Sexton, or their designee, for approval prior to the installation of all markers, corner stones, and monuments.
4. An Engraving Form along with a mock-up including all symbols and verbiage of the proposed engraving should be submitted to the Cemetery Sexton, or their designee, for approval prior to the engraving of niche faceplates or cenotaph plaques.
5. All markers, corner stones, and monuments shall be inspected by the Cemetery Sexton, or their designee, during installation.
6. The City reserves the right to prohibit the erection of markers, corner stones, and monuments and the installation of niche faceplates and cenotaph plaques not in conformance with the specifications prescribed herein or that contain obscene, vulgar or potentially offensive signs, wording, symbols or pictures. Installation may only be performed Monday – Friday from 8:00 am to 5:00pm.
7. All head markers, foot markers, and monuments erected in City Cemeteries shall have a concrete foundation extended below the surface of the ground.
 - a. For those with a base of 288 square inches or larger, the foundation must extend below the surface of the ground a minimum of three (3) feet.
 - b. For those with a base of less than 288 inches, the foundation must extend below the surface of the ground a minimum of eighteen (18) inches.
 - c. For exceptionally large monuments, installation specifications must be submitted to the City for approval prior to installation. Foundations must be proportional in size to the monument proposed for installation.
 - d. All such foundations shall extend beyond the perimeter of the monument/base for a distance of at least 2 inches on all sides and shall be composed of concrete.
 - e. Foundations and/or bases shall be installed even with the ground level.
8. Sealant shall be used between markers, bases, and foundations to protect markers and monuments from damage due to weather.
9. All corner stones and foot markers shall be placed with the top level to the ground.
10. All surplus material and dirt resulting from the installation or erection of any headstone or foot marker shall be removed from the lot and cemetery by the installer of such foundation of marker.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 11, 2024

A/R No.: 2024-76

Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

Subject: ORDINANCE APPROVING A CONTRACT WITH INCO USA, LLC FOR
CITY OF LIBERTY PROJECT 24-003 2024 CONCRETE FLATWORK
REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$82,000.00

Summary:

- Ordinance approving a contract between the City of Liberty and INCO USA, LLC for City of Liberty Project 24-003 2024 Concrete Flatwork Replacement
- Scope of work provides for the maintenance of concrete flatwork
- Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Background:

The Capital Improvement Plan includes a Street Restoration Program in order to project expenditures necessary for streets and related infrastructure, such as curb and gutter and ADA ramps, in need of restoration. This Ordinance pertains to the 2024 Concrete Flatwork Replacement Project, otherwise known as 24-003.

The project involves work on the following streets:

- N. Jewell St.
- S. Jewell St.
- E. Kansas St.
- Lightburne St.
- E. Mill St.

The work consists of approximately 1000+ linear feet of curb and gutter, 180+ square yards of sidewalk, and ADA ramp repairs, additions and modifications.

A Bid Manual was put together using the scope of work established by staff and an engineered plan set which was provided by a professional consultant. A total of (7) bids were received. The bids received were as follows:

JD Bishop	\$242,326.00
Phillips Sitework	\$197,447.51
Prime Time Contracting	\$168,080.00
McConnell	\$163,398.00
Snelling	\$153,830.60
PCC	\$140,680.40
CM Concrete Inc	\$135,290.00

Inco USA

\$68,292.39

INCO USA, LLC was the low qualifying bidder. As Public Works had not previously awarded a contract to INCO USA, LLC, city staff called and spoke with their references. The referrals and subsequent conversation with Inco USA demonstrated that Inco USA is committed and capable of performing the scope of work as defined within the contract, at which point staff notified INCO USA, LLC of their selection.

This report and subsequent Ordinance requests approval of a contract with INCO USA, LLC in the amount of \$68,292.39 with authorization to spend up to \$82,000.00. The amount requested includes the low bid dollar amount and the addition of a roughly 20% contingency fee. Funds requested above the low bid are requested for the following reasons:

- Final payments are based on the actual unit quantities used during the project and may be more or less than estimated, resulting in fluctuations in bid price.
- Current market trends have been deemed highly volatile with rapid escalations in prices. A 20% contingency allows for flexibility in the event of a required unforeseen change order.
- It allows quick action in the event of emergency concrete repair/replacement issues that may develop over the length of the contract.
- The scope of work in this year's contract is more precise than typically prescribed within the City's annual contract.

The 2024 Street Restoration Project base budget was established at \$2,400,000.00 for 2024 during CIP development. This includes \$800,000.00 from Transportation Sales Tax and \$1,600,000.00 from Capital Sales Tax.

Staff recommends approval of a contract with INCO USA, LLC for Public Works Capital Improvement Project 24-003 in the amount of \$68,292.39 with authorization to spend \$82,000.00.

Previous Action (if applicable):

- The Citizen Sales Tax Oversight Committee reviewed the project at the January 11, 2024 meeting and determined it meets voter intent.

Policy/Committee Review:

X	Citizen Sales Tax Oversight Committee	Completed/Recommended: January 11, 2024
NA	Public Safety Sales Tax Oversight Committee	Completed/Recommended: NA
NA	Budget Committee	Completed/Recommended: NA
NA	Other:	Completed/Recommended: NA

Financial Considerations:

Budgeted:	Line Item: 50.75.604.36.7515	Amount: \$82,000.00
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YES	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance Approve 2024 Concrete Contract with INCO USA, LLC
2. 2024 Concrete Contract Package-Inco Signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH INCO USA, LLC FOR CITY OF
LIBERTY PROJECT 24-003 2024 CONCRETE FLATWORK REPLACEMENT IN AN
AMOUNT NOT TO EXCEED \$82,000.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract by and between the City of Liberty and Inco USA, LLC for City of Liberty Project 24-003 Concrete Flatwork Replacement with a bid amount of SIXTY EIGHT THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND THIRTY-NINE CENTS (\$68,292.39), with authorization to spend up to EIGHTY TWO THOUSAND DOLLARS AND ZERO CENTS (\$82,000.00), a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the contract as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR

The City of



2024 Concrete Flatwork
Replacement

Project No. 24-003

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City of Liberty

101 East Kansas Street
Liberty, MO 64068
816-439-4500

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BID FORM

**CITY OF LIBERTY
LIBERTY, MISSOURI
2024 CONCRETE FLATWORK REPLACEMENT
PROJECT #24-003
FEBRUARY 9, 2024**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Liberty, 101 E. Kansas Street, Liberty, MO 64068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
No. 1	01/31/2024
No. 2	01/31/2024
No. 3	01/31/2024
No. 4	01/31/2024

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. UNIT PRICE SCHEDULE:

Item #	Description	Unit	Estimated Quantity	Unit Price	Bid Price
1	Bonding	LS	1	\$ 2,250.00	\$ 2,250.00
2	Concrete Curb and Gutter, Removal & Replacement	LF	897	\$ 25.59	\$ 22,956.90
3	ADA Curb Ramp Repair	EA	2	\$ 840.29	\$ 1,680.57
4	ADA Curb Ramp Removal and Replacement	EA	1	\$ 1,544.62	\$ 1,544.62
5	Concrete Sidewalk Removal & Replacement (4")	SQYD	68	\$ 78.08	\$ 5,309.30
6	Concrete Drive Approach (6")	SQYD	38	\$ 126.00	\$ 4,788.12
7	Jewell St. ADA Improvements	EA	1	_____	_____
7.01	Class A Excavation	CUYD	31	\$ 60.43	\$ 1,873.45
7.02	Concrete Sidewalk, 4"	SQYD	125	\$ 69.16	\$ 8,645.25
7.03	Concrete Curb Ramp	SQYD	19	\$ 138.94	\$ 2,639.92
7.04	Detectable Warning Surface	SQYD	10	\$ 365.93	\$ 3,659.28
7.05	Curb	LF	144	\$ 24.19	\$ 3,483.04
7.06	Sodding	SQYD	65	\$ 9.28	\$ 602.97
7.07	Silt Fence	LF	200	\$ 5.74	\$ 1,147.45
7.08	Demolition and Removal	LS	4	\$ 374.69	\$ 1,498.76
7.09	Plural Component Liquid Pavement Marking, 6" White	LF	224	\$ 6.59	\$ 1,476.05

7.10	Misc. Sidewalk with Curb Wall	SQYD	12	\$ 156.20	\$ 1,874.37
7.11	PCCP for Approaches, 8"	SQYD	26	\$ 31.40	\$ 816.52
7.12	French Underdrain	LF	29	\$ 44.77	\$ 1,298.43
7.13	Pavement Demolition and Removal	SQYD	14	\$ 53.53	\$ 749.38
GRAND TOTAL BID:					\$ 68,294.40

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 68,294.40

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: 2024-0010633 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

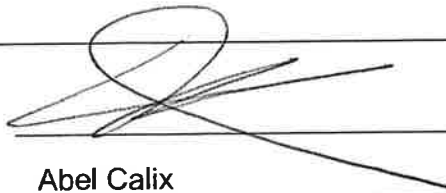
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

INCO USA LLC

By:

[Signature]



[Printed name]

Abel Calix

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Vania Rodriguez

Title:

Estimator

Submittal Date:

02/09/2024

Address for giving notices:

1205 Ott Street, Olathe Kansas 66061

Telephone Number:

913-250-8776

Fax Number:

Contact Name and e-mail address:

Hector Tabora

Htabora@inco-usa.net

Bidder's License No.:

2024-0010633

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: INCO USA, LLC

Address: 1205 Ott Street
Olathe, KS 66061

2. SUBMITTED TO:

City of Liberty

3. SUBMITTED FOR:

Owner: City of Liberty

Project Name: 2024 Concrete Flatwork Replacement

TYPE OF WORK:

Sidewalks, ADA and Curbs Replacement

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Hector Tabora

Title: Partner

Phone: (913) 333-6020

Email: htabora@inco-usa.net

6. AFFILIATED COMPANIES:

Name: _____

Address: _____

7. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____
- Vice President(s): _____
- _____
- _____
- Treasurer: _____
- Secretary: _____

☒ LIMITED LIABILITY COMPANY

State of Organization: Kansas

Date of Organization: 08/28/2018

Members: Abel Calix

Hector Tabora

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

8. LICENSING

Jurisdiction:	Johnson County
Type of License:	General Contractor Class A
License Number:	2024-0010633
Jurisdiction:	City of Topeka
Type of License:	G2QP
License Number:	202306225240

9. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:	
Minority Business Enterprise:	
Woman Owned Enterprise:	
Small Business Enterprise:	
Other ():	

10. BONDING INFORMATION

Bonding Company:	NGM Insurance Company
Address:	4601 Touchton Road East, Suite 3400
	Jacksonville, FL 32246
Bonding Agent:	Surety Bonds LLC
Address:	5342 Peachtree Road, Suite B
	Atlanta, GA 30341
Contact Name:	Laura Henderson
Phone:	(770) 519-5827
Aggregate Bonding Capacity:	\$800,000
Available Bonding Capacity as of date of this submittal:	\$800,000

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

How many years' experience in the proposed type and size of construction work has your organization had:

(a) As a general contractor 5 years

(b) As a subcontractor _____

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: INCO USA, LLC

BY: Hector Tabora 

TITLE: Partner

DATED: ~~02/06/2024~~ 02/16/2024

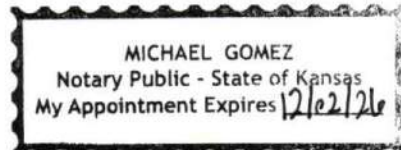
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 16th DAY OF Feb, 2024

NOTARY PUBLIC - STATE OF Kansas

MY COMMISSION EXPIRES: 12/22/2026



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals of firm named in Section 1.
6. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
ADA Sidewalk Ramp Replacement Project 241079.02 Event 2920 City of Topeka	Name: Janice Mendez Address: Contracts & Procurement Division Telephone: (785) 368-3745	Name: Company: Telephone:	02/06/2024	Flat Concrete	Waiting for Start Work Order	\$43,573.31
2024 Sidewalks City of Salina	Name: Elizabeth Amos Address: Department of Public Works Telephone: (785) 309-5725	Name: Company: Telephone:	02/26/2024	Flat Concrete	Waiting for Contract	\$168,932.64
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Sidewalk Repair Project Number 23024 City of Salina	Name: Elizabeth Amos Address: Department of Public Works Telephone: (785) 309-5725	Name: Company: Telephone:	08/09/2023	Flat Concrete	Finished	\$36,772.90
Patio Slab	Name: Travis Pagels Address: 3530 Farm Lake Dr SW Concord, NC 28027 Telephone: (704) 778-0200	Name: Company: Telephone:	02/08/2024	Flat Concrete	Finished	\$4,261.17
Foundation Slab	Name: Julie Collins Address: 14008 NE 144th St Kearney, MO 64060 Telephone: (816) 592-0400	Name: Company: Telephone:	06/28/2023	Flat Concrete	Finished	\$14,0000
Patio Slab	Name: Connie Leahew Address: 13200 W 96th St Lenexa, KS 66215 Telephone: (785) 766-6613	Name: Company: Telephone:	07/03/2023	Flat Concrete	Finished	\$4,240.50
Patio Slab Front Stairs & Sidewalks	Name: Andrew Wesp Address: 12205 W 67th Terrace Shawnee, KS 66216 Telephone: (816) 807-4265	Name: Company: Telephone:	07/10/2023	Flat Concrete	Finished	\$7,000.00
Patio Slab	Name: Bruce Chyca Address: 5165 W 198th St Stilwell, KS 66085 Telephone: (913) 553-0076	Name: Company: Telephone:	07/12/2023	Flat Concrete	Finished	\$4,176.80
Patio Slab	Name: Linda Systek Address: 1617 NE Westmind Dr Lee's Summit, MO 64086 Telephone: (314) 973-9532	Name: Company: Telephone:	08/18/2023	Flat Concrete	Finished	\$8,383.05

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Patio Slab	Name: Serhy Misiruk Address: 18567 W 153rd Place Olathe, KS 66062 Telephone: (916) 504 0126	Name: Company: Telephone:	08/09/2023	Flat Concrete	Finished	\$3,790.67
Patio Slab	Name: Michael South Address: 5711 NW Verlin Drive Parkville, MO 64152 Telephone: (816) 739-6036	Name: Company: Telephone:	08/29/2023	Flat Concrete	Finished	\$8,477.29
Driveway Replacement	Name: Jeremy Snider Address: 9221 W 113th St Overland Park, KS 66210 Telephone: (913) 244-4424	Name: Company: Telephone:	11/30/2023	Flat Concrete	Finished	\$11,400.05
Patio Slab Driveway	Name: Lance Winger Address: 2241 Sweet Clover Way Denver, NC 28037 Telephone: (704) 576-9442	Name: Company: Telephone:	09/18/2023	Flat Concrete	Finished	\$20,017.95
Patio Slab	Name: Owzhan Gazhal Address: 8306 Bristol Ford Pl Charlotte, NC 28215 Telephone: (704) 712-1065	Name: Company: Telephone:	12/06/2023	Flat Concrete	Finished	\$7,237.00
Patio Slab	Name: Frederick Alston Address: 2112 Randleman Rd Greensboro, NC 27406 Telephone: (917) 386-8233	Name: Company: Telephone:	01/17/2024	Flat Concrete	Finished	\$12,198.38
Patio Slab	Name: Sushanta Banerjee Address: 8524 Haven St Lenexa, KS 66219 Telephone: (913) 406-4706	Name: Company: Telephone:	09/22/2020	Flat Concrete	Finished	\$4,500.00

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
Vertical Track Loader & Hydraulic Breaker	11/2023	New	\$98,000.00
Dump Trailer	07/2023	New	\$12,000.00
Flat Trailer	12/2023	New	\$8,500.00
Truck Ford F-250	12/2022	New	\$50,000.00
Truck Ford F-350	08/2023	Used	\$14,000.00

STATE OF MISSOURI)
) ss
COUNTY OF _____)

(as required by Section 285.530, Revised Statutes of Missouri)

Any person performing work or service of any kind or character for hire within the State of Missouri.

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

(SIGNATURE)

[printed name], Affiant

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public State of Missouri

My Commission Expires: _____

Commissioned in _____ County

Commission #: _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the

Contractor, and the Department of Homeland Security – Verification

Division.

PREVAILING WAGE

ARTICLE 1 – PREVAILING WAGE REQUIREMENTS

- 1.01 Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 1.02 The hourly rate of wages shall not be less than the wages stated in:

Missouri Division of Labor Standards

Annual Wage Order No. 30

Section 024

Clay County

A copy of which is attached to this form.

ARTICLE 2 – REQUIRED SUBMITTALS

- 2.01 Contractor shall submit weekly payroll records with each monthly payment application.
- 2.02 The Contractor and all subcontractors must file an Affidavit of Compliance before final payment can be made for the project. An Affidavit of Compliance is attached to this form.
- 2.03 Contractor must report to the City of Liberty if a wage subsidy, bid supplement, or rebate was provided. The amount and date of such subsidy, supplement or rebate must be reported to the City of Liberty within 30 days of receipt of payment.

ARTICLE 3 – ENFORCEMENT

- 3.01 The Contractor must maintain a legible list of prevailing wage rates posted in a prominent and easily accessible place at the worksite during the full time any worker is employed on the project.
- 3.02 The contractor will forfeit a penalty to the City of Liberty of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 024
CLAY COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.71
Boilermaker	\$33.49*
Bricklayer	\$59.97
Carpenter	\$61.87
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.31
Plasterer	
Communications Technician	\$63.17
Electrician (Inside Wireman)	\$69.27
Electrician Outside Lineman	\$62.80
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.49*
Glazier	\$33.49*
Ironworker	\$67.92
Laborer	\$49.75
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.81
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.84
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$51.95
Plumber	\$75.62
Pipe Fitter	
Roofer	\$58.52
Sheet Metal Worker	\$70.65
Sprinkler Fitter	\$64.91
Truck Driver	\$33.49*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.71
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$62.80
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.36
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.41
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.25
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

AMERICAN PRODUCTS REQUIREMENTS

ARTICLE 1 – GOODS OR COMMODITIES

- 1.01 Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required and in accordance with Section 34.353 RSMo.

ARTICLE 2 – EXCEPTIONS TO REQUIREMENTS

- 2.01 The requirements of this form are not required when:
- A. Only one line of a particular good or product is manufactured or produced in the United States;
 - B. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements;
 - C. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent.
- 2.02 If the requirements shall not apply because of the circumstance described in paragraphs 2.01.B or 2.01.C above, then the Contractor shall provide the City with the information necessary to make the certifications required under Section 34.353 RSMo.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Mayor, City Council and the Citizens of the City of Liberty, Missouri, a Municipal Corporation ("Owner") and INCO USA, LLC ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Concrete Curb and Gutter, Removal and Replacement
- B. ADA Curb Ramp Repair
- C. ADA Curb Ramp Removal and Replacement
- D. Concrete Sidewalk Removal & Replacement (4")
- E. Concrete Drive Approach (6")
- F. Work as defined within the "Jewell St. ADA Improvements" plan set.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2024 CONCRETE FLATWORK REPLACEMENT – PROJECT NO. 24-003**

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Liberty, 101 E. Kansas Street, Liberty, MO 64068.
- 3.02 The Owner has retained The office of the City Engineer of the City of Liberty ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. Contractor shall complete the work in accordance with the contract documents between the dates of April 1, 2024 and August 30, 2024. City shall be notified of the start date a minimum of three weeks prior to the start date of construction.
- B. Earliest Construction Start Date..... Upon Issuance of Notice to Proceed

- C. Latest Substantial Completion:.....August 16, 2024
- D. Latest Final Completion Date.....August 30, 2024
- E. Parts of the Work shall be substantially or final completed on or before the following Milestone(s):
1. Milestone 1 – **First Priority Areas**. Replacements and restorations are **required to be completed by May 24, 2024**. The goal of this milestone is to have concrete replacement completed to allow for asphalt resurfacing of these streets in 2024 starting **May 27, 2023**.
 2. Milestone 2 – **Second Priority Areas**. Replacements and restorations are **required to be completed by August 16, 2024**.
 3. Milestone 3 – **Restoration of Yards**. Yards disrupted during construction must be restored within **14 calendar days** of the disruption.
 4. Milestone 4 – **Removal of Spoils**. Spoils are to be removed from the site on the same day.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones 1-3: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each stated Milestone, until stated Milestone is achieved.
 5. Milestone 4: Contractor shall pay Owner **\$250** for each day that expires after the time specified above for achievement of the stated Milestone, until stated Milestone is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$N/A.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): \$68,294.40.
- The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) N/A.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all, if any,: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor currently possesses the in-house capability, or will have the in-house capability prior to the commencement of Work hereunder, to perform not less than thirty five percent (35%) of all Work required to be performed on the project by Contractor by and through employees in the direct employ of Contractor without any reliance upon or utilization of subcontractors by Contractor from the time of commencement of Work hereunder and at all such times thereafter, Contractor shall continue to maintain such in-house capability to perform the above-stated percentage of the Work without any reliance upon or utilization of subcontractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. Prevailing Wage (section C-470, inclusive).
 - 2. MO Annual Wage Order No. 30 (section C-471, inclusive).
 - 3. This Agreement (section C-520, inclusive).
 - 4. Performance and Maintenance bond (section C-610, inclusive).
 - 5. Payment bond (section C-615, inclusive).
 - 6. General Conditions (section C-700, inclusive).
 - 7. Supplementary Conditions (section C-800, inclusive).
 - 8. Job Special Conditions (section C-810, inclusive).
 - 9. Specifications as listed in the table of contents of the Project Manual.
 - 10. Addenda (numbers __, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (section C-410, inclusive).
 - b. 2024 Summary of Estimated Quantities and Site Locations (Exhibit A)
 - c. ADA Checklist (Exhibit B)
 - d. Anti-Discrimination Against Israel Act Certification (Exhibit C)
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *General Conditions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 *Indemnification*

- A. The Contractor hereby expressly binds himself, herself, or itself to indemnify and save harmless the City and its officers and employees for any and all expenses, including reasonable attorney's fees, and against all damages, losses, claims, suites or actions of every kind and nature asserted, brought or which may be brought, asserted, incurred or sustained by any person, firm, or corporation, or persons, firms or corporations, in connection with or on account of the Contractor's work or in consequence of any negligence in connection with same, or on account of any poor workmanship, or on account of any act of commission or omission of the Contractor or his, her, its, or their subcontractors, agents or employees, or in connection with or on account of any other cause arising during the course of and related to construction, irrespective of the responsibility of third parties therefore.
- B. The Contractor shall further indemnify the City of Liberty for any and all expenses, including reasonable attorney's fees, incurred in the City's pursuing any remedial action required to correct deficiencies in the work on account of poor workmanship, the negligence or any act of omission of the Contractor or his, her, its, or their subcontracts, agents or employees.
- C. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of and suitable evidence to that effect furnished to the City.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: **City of Liberty, Missouri**

CONTRACTOR: **INCO USA, LLC**

Hector Tabora

By: Greg Canuteson

By: Hector Tabora

Title: Mayor, City of Liberty

Title: Partner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1205 Ott Street

Olathe, KS 66061

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

PERFORMANCE AND MAINTENANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

City of Liberty, Missouri

101 E Kansas St.

Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the said Contractor shall construct or cause to be constructed and completed the entire improvement in accordance with specifications used by the City of Liberty for like improvements, and to the lines and grades shown on the plans, all to be done subject to the approval and acceptance of the Engineer for the said City of Liberty, and shall construct said with such materials in such manner that same shall endure without need of any repairs for the period of two (2) years from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of two (2) years from and after completion and acceptance thereof as aforesaid, then the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3; otherwise to be in full force and effect.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Liberty, Missouri
101 E Kansas St.
Liberty, MO 64068

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location):*

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 19

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor’s Name and Corporate Seal

Surety’s Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and

shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. It is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to the BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.
19. Modifications to this Bond are as follows:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other

submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection

with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition

created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor’s pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor’s professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not

identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times

resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone

employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
- 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 - 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to

perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to

an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and

11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 2 – PRELIMINARY MATTERS

SC-2.07 Add the following new paragraph immediately after Paragraph 2.06:

“Owner is a municipality and Owner and Contractor acknowledge and agree that this Agreement constitutes a “Public Works Contract” as defined in Section 34.058 R.S.Mo. Notwithstanding anything else herein to the contrary, Owner and Contractor agree that the provisions contained in this Contract are subject to and superseded by the provisions of Section 34.058 R.S.Mo. Owner and Contractor both agree to conform to the legal requirements set forth in Section 34.057 R.S.Mo., which requirements shall supersede any provisions herein to the contrary.”

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05.C.2 Add the following language at the end of paragraph 4.05.C.2:

“Inclement weather is not considered as abnormal weather or an act of God. Extensions in Contract Time for abnormal weather shall be judged on the National Oceanic and Atmospheric Administration (NOAA) Local Climatological Data records for the area in which the project is being constructed. NOAA averages will be considered normal weather. Contractor shall be responsible for obtaining, preparing and presenting the appropriate weather data to support and substantiate Contractor’s request for an extension in Contract Time for abnormal weather.”

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Not used.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>505,520</u>
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2. **Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ <u>3,370,137</u>
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Products - Completed Operations Aggregate	\$ <u>3,370,137</u>
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Personal and Advertising Injury With employment exclusion deleted	\$ <u>3,370,137</u>
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Each Occurrence (Bodily Injury and Property Damage)	\$ <u>3,370,137</u>
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3. **Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Combined Single Limit of	\$ <u>3,370,137</u>
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4. **Excess or Umbrella Liability:**

Per Occurrence	\$ <u>3,370,137</u>
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General Aggregate	\$ <u>3,370,137</u>
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5. **Contractor's Pollution Liability:**

Each Occurrence	\$ <u>Not Applicable</u>
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General Aggregate	\$ <u>Not Applicable</u>
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If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. **Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None.**

7. **Contractor's Professional Liability:**

Each Claim	\$ <u>3,370,137</u>
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Annual Aggregate	\$ <u>3,370,137</u>
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ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.01.C. Add the following new subparagraphs immediately after Paragraph 7.01.B:

The Contractor shall be responsible for the conduct of Contractor’s employees and the employees of Subcontractors and suppliers on the Work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile Work environment. Activities covered by this provision include, but shall not be limited to, signs or language that is vulgar, profane, or racially or sexually derogatory.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 5:00 PM
2. Owner's legal holidays are:
 - a) New Year’s Day
 - b) Martin Luther King Jr. Day
 - c) President’s Day
 - d) Memorial Day
 - e) Juneteenth
 - f) Independence Day
 - g) Labor Day
 - h) Veterans’ Day
 - i) Thanksgiving Day
 - j) Day after Thanksgiving
 - k) Christmas Day

SC-7.02.B. Append Paragraph 7.02.B to state “No Sunday work shall be allowed.”

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Missouri and of cities and counties thereof on all materials to be incorporated into the Work.**
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. **Shop Drawings and Samples:**
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents,

or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. **Completion:**
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. **Construction Equipment and Machinery:**
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book, FHWA Hourly Rate. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENT TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.C.1 Amend the first sentence of Paragraph 15.08.A by replacing the words “10 days” with the words “20 days”.

SC-15.08.A Amend the first sentence of Paragraph 15.08.A by replacing the words “one year” with the words “two years”.

SC-15.08.D Amend the first sentence of Paragraph 15.08.D by replacing the words “one year” with the words “two years”.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.02.D Add the following new sub-paragraph immediately after Paragraph 16.02.D.

SC-16.02.D.1 Contractor shall be deemed to have persistently failed to perform the Work in accordance with the Contract Documents, if Contractor has twice not timely cured failures of performance by Contractor which have been brought to the attention of Contractor by written notices of the Owner within the time specified in

such notices and Owner gives a third notice to the Contractor of any such failure to perform.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – ADDITIONAL STATE OF MISSOURI CONTRACT REQUIREMENTS

SC-19.01 The following paragraph shall be added as Paragraph 19.01.

SC-19.01 Excessive Unemployment pursuant to 290.580 RSMo: Except as otherwise required by law, during a period of excessive unemployment in the State of Missouri, the Contractor shall employ only Missouri laborers from nonrestrictive states on the project, as provided in Sections 290.55 to 290.580 RSMo.

SC-19.02 The following paragraph shall be added as Paragraph 19.02.

SC-19.02 Anti Discrimination Certification RSMo 34.600: Pursuant to RSMo 34.600 the contractor shall be required to complete Exhibit C "Anti-Discrimination Against Israel Act Certification".

SC-19.03 The following paragraph shall be added as Paragraph 19.03.

SC-19.03 Proof of Lawful Presence for Eligibility for Temporary Public Benefits: Pursuant to 208.009 RSMo the applicant shall provide affirmative proof that the applicant is a citizen of a permanent resident of the United States or is lawfully present in the United States. This may be verified by the presentation of the signing applicants current valid driver's license.

SPECIAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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SPC-1.01 Scope of Work

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish all work as explicitly defined within the Contract documents along with other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job. More specifically the streets are:

2024 CONCRETE FLATWORK REPLACEMENT PROJECT

First Priority	
Second Priority	
Street	Work
N. Lightburne St.	ADA curb ramp removal, replacement and repair.
E Mill St.	Concrete curb and gutter removal and replacement, 4" sidewalk removal and replacement and concrete drive approach removal and replacement
N. Jewell St.	Concrete curb removal and replacement
Jewell St. ADA Improvements	Various as specified in plan set

Refer to Project Manual Exhibit B for a more detailed list of estimated quantities and special job site conditions.

SPC-2.01 Contract Special Conditions

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

SPC-3.01 Contractor Furnished Staking

- A. The Contractor shall furnish stakes, and surveys, and other materials as may be required for the proper staking and laying out of the work, and in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said work.
- B. All survey and staking work performed under this contract shall be done to the lines, grades and elevations shown on the plans and shall be subsidiary to the contract. No direct payment for this work will be made to the Contractor.
- C. Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- D. The Contractor shall be responsible for all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of same, will be charged with the resulting expense of replacement, and he/she shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks that have been moved or destroyed, the Contractor will be charged with the resulting expense of replacement.

SPC-4.01 Traffic Control and Routing

All costs for traffic control shall be considered incidental to the work and no direct payment shall be allowed.

- A. Construction operations shall be coordinated to result in the least practicable delay to pedestrians and traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Pedestrians shall be routed safely around construction areas and sidewalks shall be closed appropriately with proper traffic control barricades, cones, sidewalk closure signage, and temporary fencing as needed for safety. Access to adjoining businesses and residences will be maintained at all times.
- B. The Contractor shall furnish adequate signs, barricades, warning lights, and all other equipment necessary to direct and reroute traffic and shall furnish all flagmen and other personnel necessary to provide the required traffic control. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices pertaining to traffic controls for street and highway construction.
- C. When construction requires machinery or men to be in an intersection or roadway, barricades shall be placed and a flagman shall control the intersection or roadway traffic as indicated in the typical traffic control detail for intersection or roadway construction. Barricades shall be moved back out of the intersection or roadway as shown in the same detail after the construction operation is complete.
- D. Barricades and/or signs shall not be removed from a resurfaced or patched street until said street's temperature has cooled such that marks will not occur in the street surface once it is opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- E. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- F. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane and/or sidewalk closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer for review and approval.
- G. The Contractor shall be responsible for contacting the City Engineer, local police, fire, ambulance and other emergency services of the proposed closures a minimum of 48 hours prior to commencing such closure.
- H. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-5.01 Fees for Construction Permits

The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and subcontractors to secure prior to the start of work and shall be subsidiary to the Contract.

SPC-6.01 Restoration of Yards

There shall be no direct payment made for the restoration of yards disrupted in conjunction with this project (unless otherwise specified in these Special Conditions). The Contractor shall contain all construction activities to within the public right-of-way and easement lines. All yards damaged beyond the construction limits shall be restored to at least equal to current condition as approved by the

Engineer. Such work shall include grading, preparation of topsoil, and placement of seed, fertilizer, and mulch to repair lawn damaged by the Contractor's construction operations. No direct payment will be made to the Contractor for restoration of yards beyond the limits of the work as shown on the plans except as otherwise approved by the Engineer. Restoration shall occur within fourteen (14) calendar days of disruption.

SPC-7.01 Asphalt Pavement – Material and Placement Requirements

- A. Asphalt surface materials and placement shall be based upon **Type 5-01** in accordance with KC Metro Chapter APWA Section 2205 Asphaltic Concrete Surface and Base.

SPC-8.01 Surface Structures Affected by Construction

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-9.01 Safety of the Public

The Contractor shall provide temporary walks, fencing, barricades and other protective measures as necessary to insure the safety of the public traversing the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public. All work necessary shall be subsidiary to the contract and no direct payment will be made to the Contractor.

- A. Public Notification: The Contractor shall place door hangar notifications on all residences and businesses adjacent to work at least 48 hours prior to start of intended work at said locations. Door hangar notifications shall be supplied and placed by the Contractor. Engineer shall review and approve proposed door hangars prior to printing and placement.

Emergency No Parking Signage (Temp.): Contractor may supply and place emergency no parking signage as needed adjacent to work at least 48 prior to start of intended work. Cars that are parked in the way of construction shall be tagged with a non-stick notice under the driver side windshield wiper a minimum of 48 hours prior to start of intended work, vehicles that have been tagged will be towed at the owner's expense by the contractor. The contractor shall notify the City project inspector for final approval prior to towing. Towing shall only be a last resort after all other means of contacting the owner are exhausted.

Sec. 20-143. - No parking for construction activities.

Pursuant to section 20-121, parking is prohibited at all times, when temporarily posted as such, to facilitate public construction activities. Any vehicle parked within the posted temporary No Parking areas will be towed at the owner's expense.

Ord. No. 6696, § 6, 11-8-93

- B. Emergency Services Notification: The Contractor shall coordinate construction activities with the City project inspector so they may notify City emergency dispatch, City public relations, postal service, school district, trash collection, etc. as necessary.

SPC-10.01 Dimensions and Elevations

It is the intent of this project to match existing dimensions and elevations unless otherwise notified. The Contractor shall verify all dimensions and elevations. Any discrepancy between the dimensions and elevations shown on the plans and those found by the Contractor shall be supplied to the Engineer for approval prior to construction.

SPC-11.01 Pavement Markings

Any pavement markings damaged during construction shall be replaced per the pre-existing pattern. Pavement markings shall be thermoplastic type pavement markings in accordance with the City of Liberty Technical Specifications on newly patched asphalt surface. MMA (Methyl Methacrylate) type pavement markings shall be used on pre-existing asphalt and pre-existing and/or new concrete pavement. All pavement marking symbols shall conform to the (MUTCD). This work shall include all labor, materials and equipment necessary to complete the work.

SPC-12.01 ADA Requirements

The City of Liberty has adopted the MoDOT ADA checklist as an ADA acceptance criterion for this contract. The MoDOT ADA checklist is attached as Exhibit B to the Project Contract. In the event of a conflict between the specifications of the City and the adopted acceptance criteria a request for determination shall be made to the Owner via electronic mail.

A. ADA Curb Ramps:

The term ADA Curb Ramp shall be used to apply to curb ramps, blended transitions and combinations of curb ramps and blended transitions.

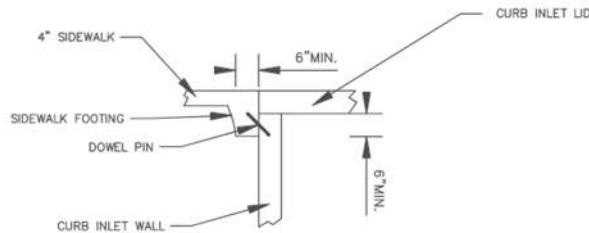
1. All Curb Ramps shall be constructed to fully meet all adopted ADA requirements.
2. Curb ramps shall be constructed to accommodate the "Cast in Tact Detectable Warning Panel No. MA TP22" insets, or approved equal. The insets shall be placed so truncated domes extend across the entire width of the flush curb opening at the base of the ramp. Insets and/or surface mount tactiles shall be cut and trimmed as necessary to extend across any flush opening gaps.
3. ADA detectable surface mount tactiles shall be 2' wide and 4' or more in dimension and placed as necessary (and trimmed if needed) on existing ADA ramps to extend the full width of the curb opening at the base of the ADA ramp. Beveled edge and truncated dome pattern shall meet all ADA requirements.
4. The contractor shall at each curb ramp replace the required 5'x5' landing (hereafter referred to as landing). Where a landing does not already exist for replacement the existing concrete shall be removed and replaced by a new landing. The landing shall be considered incidental to the ADA Curb Ramp line item.
5. The contractor shall be expected to replace sidewalk either side of landings as necessary to meet ADA slope requirements and provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional sidewalk required as part of the ADA Curb Ramp line item.
6. The contractor shall be expected to replace curb and gutter either side of each ADA Ramp as necessary to provide a full and finished product. Refer to the Measurement and Payment Job Special Conditions for the procedure for measurement and payment of any additional Curb and Gutter required as part of the ADA Curb Ramp line item.

SPC-13.01 Sidewalk and Drive Approach Removal and Replacement

Except as modified or stipulated herein, sidewalk removal and replacement shall conform to the requirements of Section 2200 as contained in the Technical Specifications for Public Improvement

Projects of the City of Liberty, Missouri. Backfill of concrete flatwork with topsoil, seed, and mulch is subsidiary to the work.

1. Sidewalk Removal & Replacement (4"): The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks, including 4" picture frame pattern, according to Section 2200. Sidewalk sections replaced adjacent to storm sewer inlet structures shall be anchored to the structure as shown in the sidewalk footing at curb inlet detail below:



NOTES:

1. DOWEL PINS SHALL BE #4 BARS, 7" LONG, INSERTED A MINIMUM OF 3" AND A MAXIMUM OF 4" INTO CURB INLET WALL.
2. EXPANSION JOINTS SHALL BE PLACED AROUND THE LID WHERE THE SIDEWALK ABUTS AND SHALL ISOLATE THE SIDEWALK FROM THE FULL DEPTH OF THE LID. THESE SHALL NOT BE COUNTED TOWARDS THE EXPANSION REQUIRED.
3. DOWEL PINS SHALL BE PLACED ON 18" CENTERS WITH A MINIMUM OF ONE PER EVERY SIDE AFFECTED.
4. FOOTING SHALL BE USED WHENEVER ANY PORTION OF THE CURB INLET LID IS UTILIZED FOR SIDEWALK AND TOP OF CURB INLET AND SIDEWALK SHALL BE FLUSH. IF CURB INLET LID IS USED IT MUST MEET ADA CROSS SLOPE REQUIREMENTS.
5. COST OF FOOTING IS SUBSIDIARY TO THE SIDEWALK BID.

SIDEWALK FOOTING AT CURB INLET DETAIL

2. Integral Sidewalk and Curb: The Contractor shall saw cut the limits of the sidewalk removal. The saw cut shall be the full depth of the walk including brick or concrete base. The Contractor shall place 4" thick concrete sidewalks with integral 6" tall vertical retaining wall curb on one or two sides, including 4" picture frame pattern, according to Section 2200.
3. Sidewalk Removal and Restoration to Turf (if needed): Existing sidewalk shall be removed and the area backfilled with topsoil, graded, and seeded.
4. Drive Approach Removal and Replacement (if needed): The Contractor shall saw cut the limits of the drive approach removal. The saw cut shall be the full depth of the approach. The Contractor shall place 6" thick concrete approach, including 4" picture frame pattern, according to Section 2200.
5. 6" Concrete Cross Pan: Six (6) foot wide, 6" thick non-reinforced concrete cross pan shall be placed across intersection to achieve positive drainage. Contractor shall saw cut limits of the cross pan and remove the existing asphalt pavement. Subgrade shall be prepped for 4" crushed stone base and placement of minimum 6" thick concrete "swale" across the intersection. Cross pan shall be dowelled into adjacent concrete curbs at each end, with saw cut or tooled joints as appropriate. Cross Pan shall be paid for under 6" Drive Approach Removal and Replacement.

SPC-14.01 Concrete Curb and Gutter, Removal & Replacement

Except as modified or stipulated herein, curb and gutter removal and replacement shall conform to the requirements of Section 2100 as contained in the Technical Specifications for Public Improvement Projects of the City of Liberty, Missouri.

1. Removal and Replacement: The Contractor shall saw cut the limits of the Curb and Gutter removal. The saw cut shall be the full depth of the Curb and Gutter. The Contractor shall place new Curb and Gutter to meet the City of Liberty technical specifications for Curb and Gutter. Curb and Gutter sections shall be no less 5' in length.

2. Curb and Gutter removed and replaced as part of the replacement of an ADA ramp shall be measured and paid for as defined within the Measurement and Payment SPC.
3. Asphalt patching in streets adjacent to replaced Curb and Gutter shall be done by sawcut, milling, or other means so as to leave a neat, clean, straight edge where matching adjacent pavements. Patches may be filled with full depth asphalt, or by concrete up to 1.5" below finished pavement elevation followed by 1.5" cold patch asphalt surface placed to finished surface elevation. Patching is required at all areas the same day in which forms are removed. Patching (concrete and/or asphalt) shall be considered incidental to the Concrete Curb and Gutter, Removal & Replacement line item and as such no additional compensation will be allowed.

SPC-15.01 Concrete Drive Approach (6")

1. 6" Concrete Drive Approach: 6" thick non-reinforced concrete drive ways shall be placed where specified. Contractor shall remove existing drive approach totally to the nearest contraction or expansion joint. All activity shall meet the requirements of City of Liberty Specifications for subgrade preparation, forms, joints, concrete work, backfill, joint sealing and clean up, and surface tolerances. Drive Ways shall be paid for under the Concrete Drive Approach (6") line item.

SPC-16.01 Staging and Stockpile Locations

1. CONTRACTOR shall be required to obtain permission from the OWNER on location and size of material and equipment staging areas and material stockpile locations. Usage of staging and/or stockpile locations without prior permission shall result in application of daily Liquidated Damages in the amount of \$100.00 until such time as material and equipment's are removed or approval is granted.

SPC-17.01 Measurement and Payment

A. General:

1. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
2. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.
3. Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows:

B. ADA Curb Ramp Removal & Replacement:

1. ADA Curb Ramp Removal & Replacement shall be measured per each item. This item shall include the following:
 - a. Curb Ramp (The term curb ramp shall encompass curb ramps, blended transitions and combinations of curb ramps and blended transitions.)

- b. 5'x5' Landing
 - c. "Cast in Tact Detectable Warning Panel" #MA TP22, #MA TP12 or approved equal
 - d. Any Sidewalk Removal & Replacement (4") and/or Concrete Curb and Gutter, Removal & Replacement which is required *shall not* be considered incidental. It shall be documented and measured for payment as follows:
 - (i) Sidewalk Removal & Replacement (4") for ADA Ramp Installation
 - (a) Sidewalk shall only be installed as needed to meet ADA slope requirements. The contractor shall not need to seek owner approval for the installation of 6 linear feet of Sidewalk either side of the 5'x5' Landing. Any Sidewalk which is required to meet ADA slope requirements past 6' either side of the 5'x5' Landing shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of sidewalk required per Ramp to meet ADA slope requirements shall be documented and applied for payment under the line item Sidewalk Removal & Replacement (4").
 - (ii) Concrete Curb and Gutter, Removal & Replacement for ADA Ramp Installation
 - (a) Concrete Curb and Gutter shall only be installed as needed to provide a full and finished product. The contractor shall not need to seek owner approval for the installation of 6 linear feet of Concrete Curb and Gutter either side of the 5'x5' Landing. Any Concrete Curb and Gutter which is required to provide a full and finished product past 6' either side of the 5'x5' Landing shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of Concrete Curb and gutter shall be documented and applied for payment under the line item Concrete Curb and Gutter, Removal & Replacement.
 - 2. Payment will be made at the contract unit prices bid as shown in the proposal for the ADA Curb Ramp Removal & Replacement line item. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.
- C. ADA Curb Ramp Repair
- 1. ADA Curb Ramp Repair shall be measured per each item. This item shall include the following:
 - a. Removal of vertical obstructions through the usage of saw cutting and or new concrete.
 - b. "Cast in Tact Detectable Warning Panel" #MA TP22, #MA TP12 or approved equal
 - c. Any Sidewalk Removal & Replacement (4") and/or Concrete Curb and Gutter, Removal & Replacement which is required *shall not* be considered incidental. It shall be documented and measured for payment as follows:
 - (i) Sidewalk Removal & Replacement (4") for ADA Ramp Installation
 - (a) Sidewalk shall only be installed as needed to meet ADA slope requirements. Any Sidewalk which is required to complete repairs shall require prior approval from the Owner or Owners representative to be eligible for payment. The linear footage of sidewalk required per Ramp to meet ADA slope requirements shall be documented and applied for payment under the line item Sidewalk Removal & Replacement (4").
 - (ii) Concrete Curb and Gutter, Removal & Replacement for ADA Ramp Installation
 - (a) Concrete Curb and Gutter shall only be installed as needed to provide a full and finished product. Any Concrete Curb and Gutter which is required complete repairs shall require prior approval from the Owner or Owners representative to be eligible

for payment. The linear footage of Concrete Curb and gutter shall be documented and applied for payment under the line item Concrete Curb and Gutter, Removal & Replacement.

2. Payment will be made at the contract unit prices bid as shown in the proposal for the ADA Curb Ramp Removal & Replacement line item. Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

D. Concrete Curb and Gutter, Removal & Replacement

1. Concrete Curb and Gutter shall be measured by the linear foot of acceptable curb in place. Measurement shall be made along the back face of the curb section.
2. Payment shall be made at the contract unit price bid as shown in the proposal for Concrete Curb and Gutter, Removal & Replacement. Payment shall be full compensation for all curb removal, curb construction, patching of pavement, sub-grade preparation for all backfilling, and all labor, equipment, materials and incidentals necessary to complete the work including grading and seeding behind curb. Until all associated work including but not limited to backfilling and cleanup behind the curb and patching of pavement is completed 25% of payment for concrete curb and gutter will be withheld.

E. Concrete Sidewalk Removal & Replacement (4"):

1. Sidewalks shall be measured by the square yard of material placed. Measurement shall be to the nearest square foot, and shall exclude any associated ADA ramp and adjacent 5'x5' ramp landing.
2. Payment will be made at the contract unit prices bid as shown in the proposal for Sidewalk Removal & Replacement (4"). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

F. Concrete Drive Approach (6"):

1. Concrete Drive Approach shall be measured by the square yard of material placed. Thickness is assumed at 6".
2. Payment will be made at the contract unit prices bid as shown in the proposal for Concrete Cross Drive Approach (6"). Payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work.

G. Traffic Control:

1. Traffic control for all project construction shall be subsidiary to other items of work and no additional compensation allowed.

H. Jewell St. ADA Improvements:

1. All subline items associated with Line Item No. 7 "Jewell St. ADA Improvements" shall be built according to plan and in conformity with the contract requirements.
2. All subline items associated with Line Item No. 7 "Jewell St. ADA Improvements" will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – TECHNICAL SPECIFICATIONS

- 1.01 The specifications that shall govern the materials furnished and work performed in the construction of the project covered by this contract shall be the latest revision of Technical Specifications for Public Improvement Projects, City of Liberty, Missouri as though fully set forth herein.
- 1.02 No attempt has been made in the above designated specifications to segregate work to be performed by any trade, contract or proposal item under any one specification section. Any segregation between trade or craft jurisdiction limits and the establishment of subcontract limits will be solely a matter of agreement between the Contractor and his employees and his subcontractors. The specifications will govern the construction of the entire work and the provisions thereof will govern each item of the work to which such provisions apply.
- 1.03 The aforementioned Technical Specifications are available online at:
<https://www.libertymissouri.gov/208/Design-Criteria-Technical-Specifications>. Questions concerning specifications may be directed to the City Engineer's Office, Third Floor, Liberty City Hall, 101 E. Kansas, Liberty, Missouri, 816-439-4500.

ARTICLE 2 – JOB SPECIFIC TECHNICAL SPECIFICATIONS

- 2.01 Job specific technical specifications shall take precedent over the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri only in the subject matter presented in the job specific technical specifications.
- 2.02 If no job specific technical specifications are listed in the project manual the Technical Specifications for Public Improvement Projects, City of Liberty, Missouri shall govern all work proposed.



MISSOURI PROJECT EXEMPTION CERTIFICATE

AUTHORIZATION FOR PURCHASING CONSTRUCTION MATERIALS FOR TAX EXEMPT PROJECT

DATE: _____

CONTRACTOR: INCO USA, LLC

ADDRESS: 1205 Ott St.

CITY/STATE/ZIP: Olathe, KS 66061

NAME OF PERSON TO CONTACT AND PHONE #, IF QUESTIONS: **John Findlay, City Engineer - 816.439.4507**

PROJECT # ASSIGNED: 24-003

PROJECT DESCRIPTION: Concrete ADA and Flatwork

PROJECT LOCATION: **City of Liberty, Missouri** – Various Locations throughout the City

DATE OF CONTRACT: 03-25-2024

DATE PROJECT TO BEGIN: 04-01-2024

ESTIMATED PROJECT COMPLETION DATE: 08-16-2024

REVISED COMPLETION DATE: NA

THIS CERTIFICATE EXPIRES ON THE COMPLETION DATE STATED ABOVE

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

ATTACHED IS THE STATE OF MISSOURI EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

APPROVED

APPROVED

DIRECTOR OF FINANCE

DATE

CITY ENGINEER

DATE

INSTRUCTIONS

EXEMPT ENTITY-A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Certificate Expiration Date.

CONTRACTOR/SUBCONTRACTOR- The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase on behalf of the exempt entity, all tangible personal property to be incorporated or consumed in the construction of that project and no other on a tax exempt basis. **A COPY OF EACH CERTIFICATE MUST BE RETAINED BY THE PURCHASER FOR A PERIOD OF FIVE YEARS.**

MATERIAL SUPPLIER-A completed copy of this exemption certificate along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF LIBERTY
101 E KANSAS ST
LIBERTY MO 64068

Missouri Tax ID
Number: 12490938

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

EXHIBIT A

N. Jewell St.

- Removal and replacement of existing Concrete Curb with new Concrete Curb.

Legend

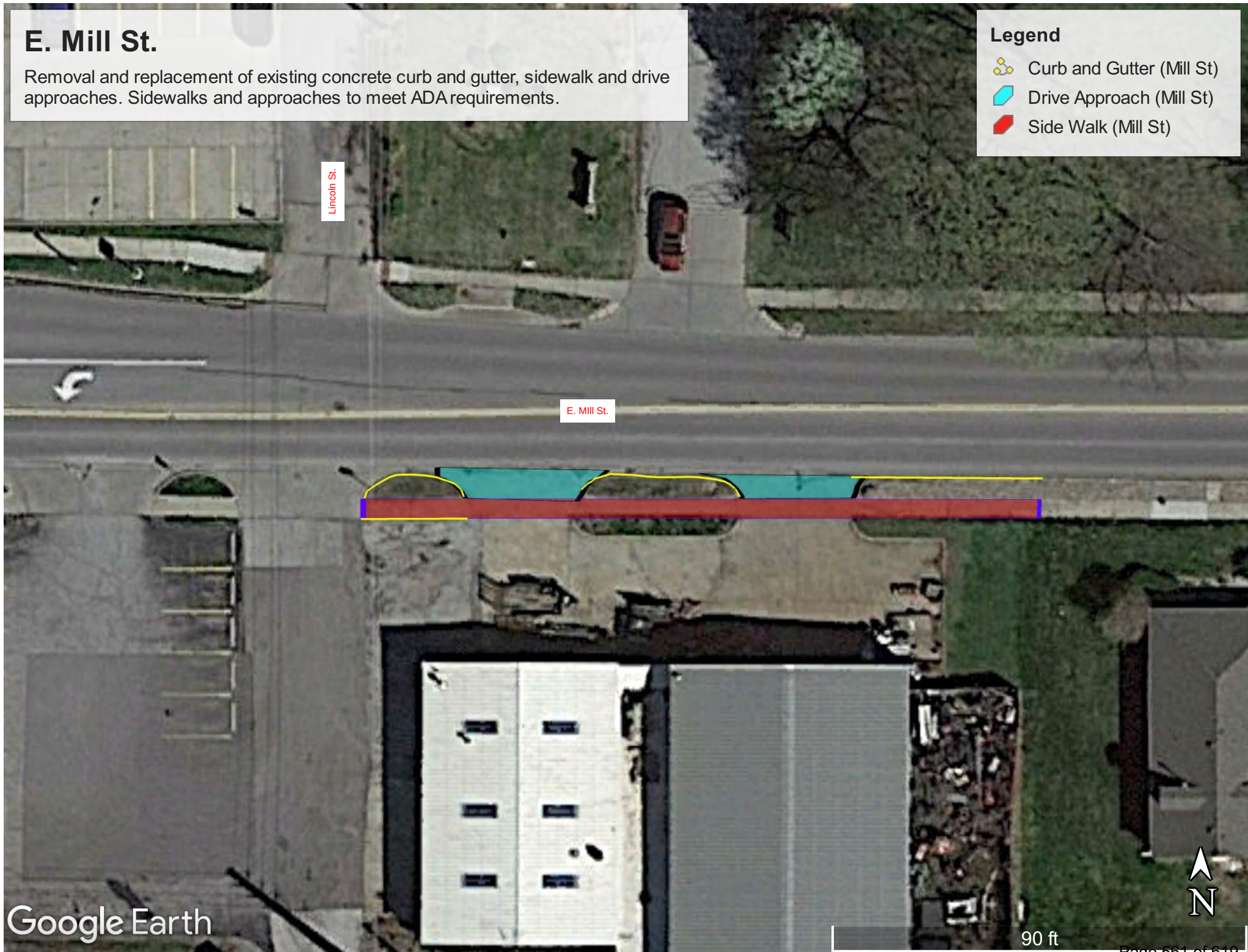
 Curb and Gutter

E. Mill St.

Removal and replacement of existing concrete curb and gutter, sidewalk and drive approaches. Sidewalks and approaches to meet ADA requirements.

Legend

-  Curb and Gutter (Mill St)
-  Drive Approach (Mill St)
-  Side Walk (Mill St)



Lightburne St.

Various repairs to existing ADA ramps and removal and replacement of (1) ADA ramp.

Legend

 (Lightburne)

ADA Ramp (Lightburne)

Miller Ave.

Lightburne St.

E. Mississippi Ave.

ADA Ramp Detectable (Lightburne)

ADA Ramp Saw Cut (Lightburne)

Google Earth

200 ft



LENGTH OF PROJECT	
JEWELL STREET PROJECT LIMITS	STA 0+00.00 – STA 3+50.00
NET LENGTH OF PROJECT	350 FEET 0.066 MILES

NET LENGTH OF PROJECT 350 FEET
0.066 MILES

LEGEND	
(USED IN PLANS)	
	TREE OR SHRUB LINE
	EXISTING CHAIN LINK FENCE
	EXISTING WOOD PRIVACY FENCE
	EXISTING SPLIT RAIL / WHITE VINYL FENCE
	EXISTING BARBED / WOVEN WIRE FENCE
	NEW CHAIN LINK FENCE
	NEW WOOD PRIVACY FENCE
	NEW SPLIT RAIL / WHITE VINYL FENCE
	NEW BARBED / WOVEN WIRE FENCE
	BURIED GAS LINE
	BURIED ELECTRIC LINE
	OVERHEAD ELECTRIC
	COMMUNICATION LINE (BURIED)
	FIBRE OPTIC LINE
	EXISTING POWER POLE & GUY
	EXISTING WATER LINE
	EXISTING GRAVITY SEWER LINE
	EXISTING SEWER FORCE MAIN
	EXISTING EDGE OF ROAD
	EXISTING GRADE ALONG NEW C (PROFILE)
	EXISTING RIGHT-OF-WAY
	PERMANENT DRAINAGE EASEMENT
	PERPETUAL UTILITY EASEMENT
	TEMPORARY CONST EASEMENT
	NEW RIGHT OF WAY
	NEW BACK OF CURB
	NEW CENTER LINE
	PROPERTY LINE
	BENCH MARK LOCATION
	EXISTING SIGN
	EXISTING MAIL BOX
	EXISTING WATER VALVE
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING GAS VALVE
	EXISTING GAS METER
	EXISTING SANITARY SEWER VALVE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING TELEPHONE PEDESTAL
	EXISTING IRON PIN
	DECIDUOUS TREE
	EVERGREEN TREE
	SHRUB
	CONTROL POINT

STANDARD ABBREVIATIONS

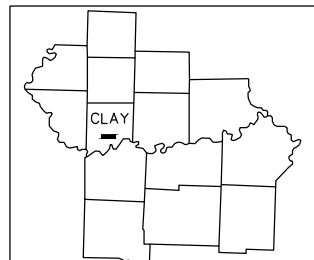
(USED IN PLANS)

C.I.P.	CAST-IN-PLACE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
PL	PLASTIC
WS	WELDED STEEL
D.I.	DROP INLET
A.I.	AREA INLET
J.B.	JUNCTION BOX
F.E.S.	FLARED END SECTION
BC	BACK OF CURB
TC	TOP OF CURB
TP	TOP OF PAVEMENT
R.E.	RESIDENTIAL DRIVE ENTRANCE
C.E.	COMMERCIAL DRIVE ENTRANCE
F.E.	FIELD ENTRANCE
TBM	TEMPORARY BENCHMARK
R/W	RIGHT-OF-WAY
P.C.(P.O.C.)	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
P.T.(P.O.T.)	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
(UIP)	USE IN PLACE
(R)	REMOVE
(DND)	DO NOT DISTURB

City of
Liberty
Missouri

GREG CANUTESON
MAYOR

NOT TO SCALE



<u>DESCRIPTION</u>	<u>SHEET NO.</u>
<u>ROADWAY PLANS:</u>	
TITLE SHEET	1
CURB RAMP DETAILS	2-3
PLAN SHEETS	4-9

LOCATION 1			
ITEM	QUANTITY	AS BUILT	UNIT
CLASS A EXCAVATION	25.1		CUYD
CONCRETE SIDEWALK, 4 IN	24.0		SQYD
CONCRETE CURB RAMP	7.8		SQYD
DETECTABLE WARNING SURFACE	2.2		SQYD
CURB	38.6		LF
SODDING	17.4		SQYD
SILT FENCE	50.0		LF
DEMOLITION AND REMOVAL	1.0		LS
PLURAL COMPONENT LIQUID PAVEMENT MARKING, 6 IN. WHITE	60.0		LF
MISC. SIDEWALK WITH CURB WALL	11.2		SQYD

LOCATION 2			
ITEM	QUANTITY	AS BUILT	UNIT
CLASS A EXCAVATION	0.5		CUYD
CONCRETE SIDEWALK, 4 IN	13.7		SQYD
DETECTABLE WARNING SURFACE	3.4		SQYD
CURB	34.9		LF
SODDING	16.5		SQYD
SILT FENCE	50.0		LF
DEMOLITION AND REMOVAL	1.0		LS
PLURAL COMPONENT LIQUID PAVEMENT MARKING, 6 IN. WHITE	56.0		LF
PCCP FOR APPROACHES, 8"	25.2		SQYD

LOCATION 3			
ITEM	QUANTITY	AS BUILT	UNIT
CLASS A EXCAVATION	1.5		CUYD
CONCRETE SIDEWALK, 4 IN	19.2		SQYD
CONCRETE CURB RAMP	4.9		SQYD
DETECTABLE WARNING SURFACE	1.1		SQYD
CURB	17		LF
SODDING	10.4		SQYD
SILT FENCE	50.0		LF
DEMOLITION AND REMOVAL	1.0		LS
PLURAL COMPONENT LIQUID PAVEMENT MARKING, 6 IN. WHITE	56.0		LF

LOCATION 4			
ITEM	QUANTITY	AS BUILT	UNIT
CLASS A EXCAVATION	3.1		CUYD
CONCRETE SIDEWALK, 4 IN	53.5		SQYD
CONCRETE CURB RAMP	6.0		SQYD
DETECTABLE WARNING SURFACE	2.4		SQYD
CURB	53.0		LF
SODDING	20.6		SQYD
SILT FENCE	50.0		LF
DEMOLITION AND REMOVAL	1.0		LS
PLURAL COMPONENT LIQUID PAVEMENT MARKING, 6 IN. WHITE	52.0		LF
FRENCH UNDRERDRAIN	28.7		LF

PAVEMENT REPLACEMENT			
ITEM	QUANTITY	AS BUILT	UNIT
CONCRETE SIDEWALK, 4 IN	13.9		SQYD
DEMOLITION AND REMOVAL	13.9		SQYD

GENERAL NOTES

1. DEVELOPMENT PLANS ARE APPROVED INITIALLY FOR ONE (1) YEAR AFTER WHICH THEY AUTOMATICALLY BECOME VOID AND MUST BE UPDATED AND RE-APPROVED BY THE CITY ENGINEER BEFORE ANY CONSTRUCTION WILL BE PERMITTED.
 2. THE CITY OF LIBERTY PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF LIBERTY DESIGN CRITERIA, TECHNICAL SPECIFICATIONS AND CODE OF ORDINANCES. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OR DIMENSIONS AND ELEVATIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF LIBERTY THROUGH APPROVAL OF THIS DOCUMENT ASSUMES NO RESPONSIBILITY OTHER THAN THAT AS STATED ABOVE FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
 3. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF LIBERTY) AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
 4. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY ENGINEER IS NOTIFIED OF SUCH INTENT, AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND PERMIT FEES ARE RECEIVED AND APPROVED BY THE CITY ENGINEER.
 5. THE CITY OF LIBERTY TECHNICAL SPECIFICATIONS, LATEST EDITION, SHALL GOVERN CONSTRUCTION OF THIS PROJECT.
 6. ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
 7. ALL BACKFILL SHALL BE TAMPED AND AT THE OPTION OF THE ENGINEER PROVIDED BY A CERTIFIED LABORATORY. WHERE FOOTINGS WILL BEAR ON COMPACTED FILL MATERIAL, THE PLACEMENT AND TESTING OF COMPACTED FILL SHALL COMPLY WITH THE APPROPRIATE COMPACTED FILL SECTION OF THE SOILS AND FOUNDATION CHAPTER OF THE INTERNATIONAL BUILDING CODE VERSION MOST RECENTLY ADOPTED BY THE CITY OF LIBERTY.
 8. CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON SATURDAYS, SUNDAYS OR HOLIDAYS WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER.
 9. ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF LIBERTY. THE CITY OF LIBERTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY OF LIBERTY STANDARDS AND TECHNICAL SPECIFICATIONS.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF LIBERTY ENGINEERING SERVICES DEPARTMENT TWENTY-FOUR (24) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
10. RELOCATION OF ANY WATER LINE, SEWER LINE OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT HIS EXPENSE.
 11. DEMOLITION AND REMOVAL INCLUDES THE REMOVAL OF EXISTING STEPS, SIDEWALK, AND CURB WITHIN THE PROJECT LIMITS NOTED IN THE PLANS.
 12. WHEN CITY SPECIFICATIONS ARE ABSENT OR AMBIGUOUS, REFER TO MODOT SPECIFICATIONS.
 13. FOLLOW MODOT STANDARD SPECIFICATIONS FOR THE FRENCH UNDRENDRAIN SYSTEM.
 14. FOR CURB RAMP INSTALLATION, FOLLOW MODOT STANDARD SPECIFICATIONS SECTION 608.
 15. CONTRACTOR TO SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL/

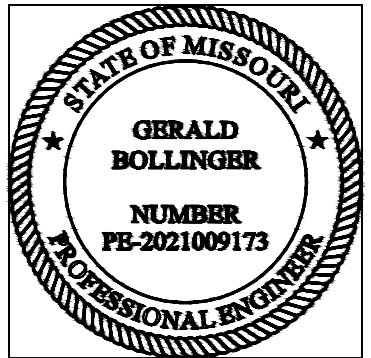
EROSION CONTROL NOTES

1. EROSION PROTECTION SHALL BE IN PLACE PRIOR TO AREAS BEING DISTURBED. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED, OR SOODED, IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF LIBERTY AND GOOD ENGINEERING PRACTICES. THIS SHALL BE COMPLETED WITHIN FOURTEEN (14) DAYS AFTER COMPLETING THE WORK, IN ANY AREA. IF THIS IS OUTSIDE OF THE SEEDING PERIOD, SILT BARRIERS OR OTHER SIMILARLY EFFECTIVE MEASURES SHALL REMAIN UNTIL SUCH TIME THAT THE AREAS CAN BE SEEDED AND A STAND OF GRASS ESTABLISHED.
2. ALL EROSION CONTROL MEASURES, TEMPORARY OR PERMANENT, REQUIRE MAINTENANCE TO PRESERVE THEIR EFFECTIVENESS. ALL EROSION CONTROL DEVICES SHALL BE INSPECTED IMMEDIATELY AFTER EACH HEAVY RAINSTORM AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHOULD BE MADE IMMEDIATELY. ALL COSTS ASSOCIATED WITH THE REPAIR WORK INCLUDING RELATED INCIDENTALS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
3. SITE INSPECTION REPORTS SHALL BE COMPLETED PER THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOLLOWING REGULARLY SCHEDULED SITE INSPECTIONS BY THE DEVELOPER (OR REPRESENTATIVE) AT LEAST ONCE PER SEVEN CALENDAR DAYS. A LOG OF EACH INSPECTION AND A COPY OF THE INSPECTION REPORT SHALL BE KEPT ON FILE BY THE DEVELOPER AND BE MADE AVAILABLE TO CITY PROJECT INSPECTORS UPON REQUEST.
4. CURB INLET CHECKS TO BE INSTALLED AT THE CLOSEST DOWNSTREAM INLET. CHECKS TO BE CLEARED OF DEBRIS WEEKLY.



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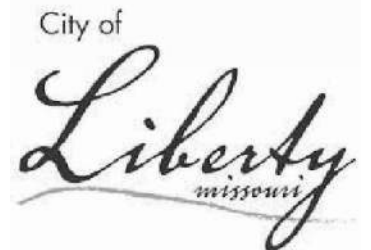
CONSULTANTS



Gerald T. Bollinger

FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER
2



MARK	DATE	DESCRIPTION

PROJECT NO:	TASK ORDER NO. 2
CAD DWG FILE:	2-GENERALNOTES_FINAL.DWG
DESIGNED BY:	CMT
DRAWN BY:	CMT
CHECKED BY:	CMT
APPROVED BY:	XXX
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SHEET TITLE

QUANTITIES & GENERAL NOTES

01/05/2024
SHEET 2 OF 7

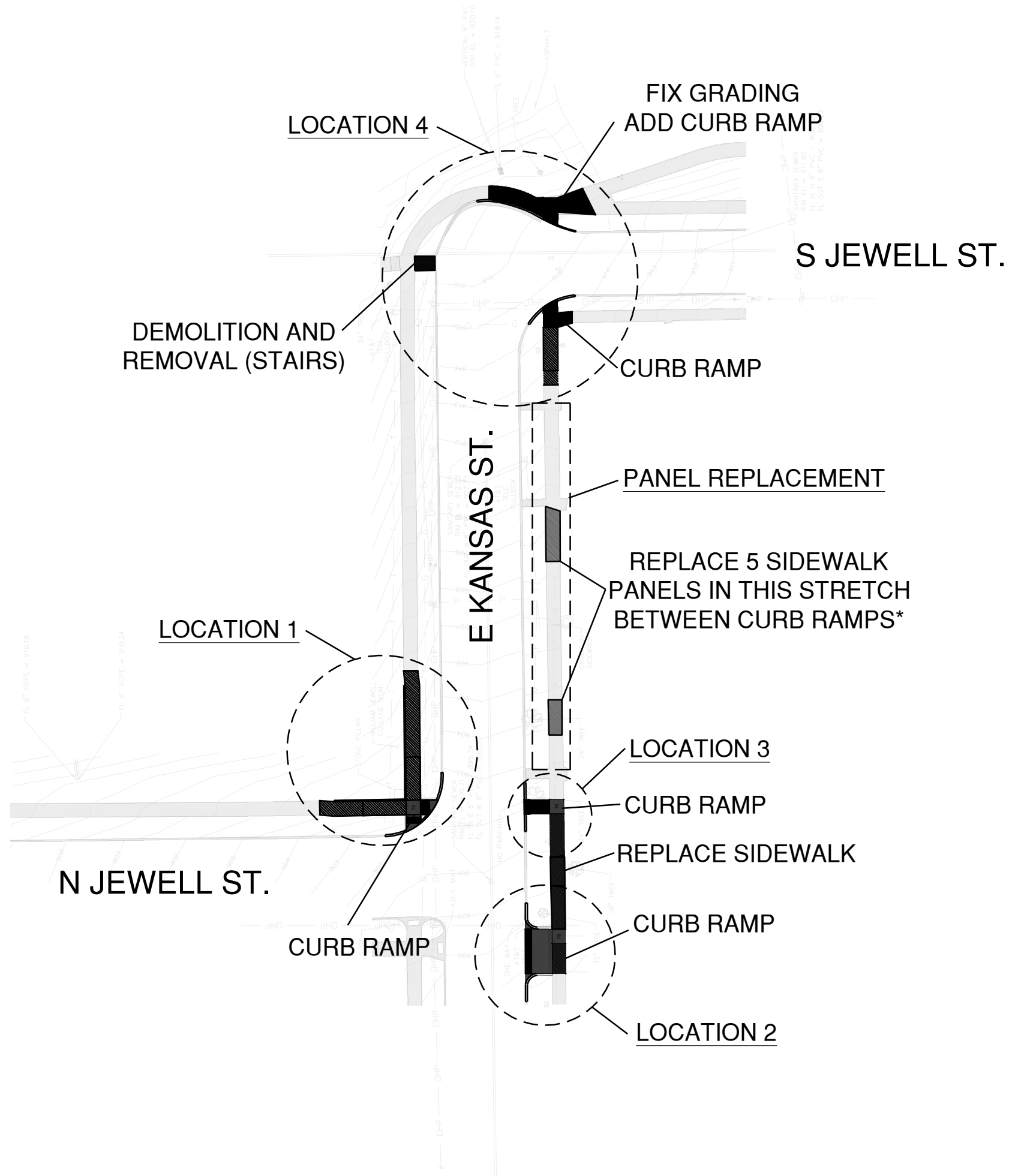
Page 564 of 619



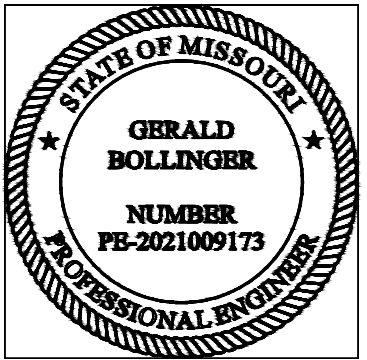
NOTES

1. SIDEWALK TO BE REMOVED WITHIN THE LIMITS OF NEW CONSTRUCTION.
2. AFTER DEMOLITION AND REMOVAL OF STAIRS, REPLACE WITH SODDING.

*PANELS TO BE REPLACED, AS APPROVED BY THE ENGINEER, INCLUDE CRACKED PANELS AND/OR PANEL JOINTS WITH MORE THAN 1/4" VERTICAL DIFFERENCE.



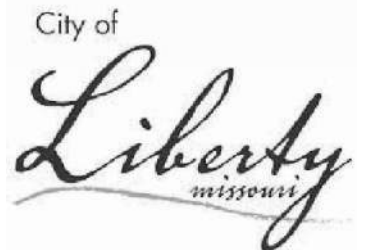
CONSULTANTS



Gerald T. Bollinger

FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER
2



MARK	DATE	DESCRIPTION

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SHEET TITLE
PLAN LAYOUT



N JEWELL ST

905.22 E.X. 5.0' 905.41 E.X.

3.8%

5.0'

1.6%

904.73

904.89

10.0'

9.7%

10.5%

903.76

1.6%

903.84

T.C. 903.93
B.C. 903.68

0.5'

8.0%

8.0%

JOINT FILLER BETWEEN
COLUMN AND CURB
(NO DIRECT PAY)

MONUMENT (DO
NOT DISTURB)

T.C. 903.93
B.C. 902.64

T.C. 903.93
B.C. 903.68

0.5'

903.84

12.3%

12.3%

12.3%

907.54 E.X.

1.8%

5.0'

907.45 E.X.

906.84

15.0'

10.0'

15.0'

902.56

8.0%

1.6%

1.6%

5.8%

6.84'

T.C. 902.16
B.C. 902.16

T.C. 902.93
B.C. 902.35

HANDHOLE (TO BE
RELOCATED BY UPN)

5.0'

2.0'

6.0'

15.0'

CR

TS

CR

3.3%

2.0%

7.05'

7.15'

2.0'

R=7.5'

T.C. 902.25
B.C. 902.25

5.0'

6.0'

T.C. 902.42
B.C. 902.42

T.C. 903.39
B.C. 902.81

MATCH E.X.

E KANSAS ST

0.5" CHAMFER 6" 0.5" CHAMFER

VARIES 3" TO 16"

15"

SIDEWALK

4 @ 18"

4 - #4
EQUALLY
SPACED

CURB WALL DETAIL

LEGEND

EXISTING SIDEWALK
NEW SIDEWALK, 4"
DETECTABLE WARNING SURFACE
CURB, C-1
CURB WALL
SODDING
FRENCH UNDERDRAIN
TOP OF CURB
BOTTOM OF CURB
EXISTING
TURNING SPACE
CURB RAMP
PCCP FOR APPROACHES, 8"

T.C.
B.C.
E.X.
TS
CR
DRIVE



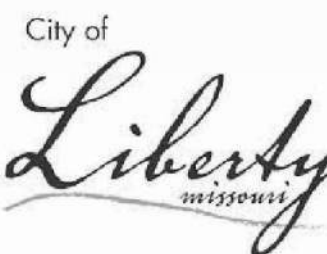
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CONSULTANTS



Gerald T. Bollinger

FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER
2

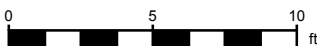


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SHEET TITLE
LOCATION 1 - CURB
RAMP

01/05/2024
SHEET 4 OF 7



EVERGY OVERHEAD
ELECTRIC (DND)

1. BOTH LOCATION 2 AND LOCATION 3 WILL REQUIRE THE SECTION "SIDEWALK" TO ALSO BE BUILT. IF ONLY ONE OF LOCATIONS 2 AND 3 IS BUILT, THE OPPOSITE END OF THE SIDEWALK SECTION SHALL MATCH EXISTING

- CURB RAMP IS 0.5' FROM EXISTING ROAD SIGN (DND)

E KANSAS ST

LEGEND

EXISTING SIDEWALK

NEW SIDEWALK, 4"

DETECTABLE WARNING SURFACE

CURB, C-1

CURB WALL

SODDING

FRENCH UNDERDRAIN

TOP OF CURB

BOTTOM OF CURB

EXISTING

TURNING SPACE

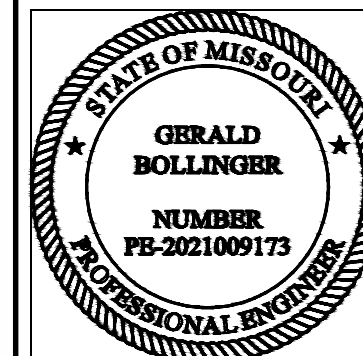
CURB RAMP

PCCP FOR APPROACHES, 8"



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CONSULTANTS



Gerald T. Bollinger

FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER

OWNER

City of

Liberty
Missouri

MARK	DATE	DESCRIPTION
------	------	-------------

PROJECT NO: TASK ORDER NO. 2

CAD DWG FILE: 004 PLANSHEETS FINAL DWG

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DRAWN BY:	CMT

DRAWN BY:	CMT
CHECKED BY:	CMT

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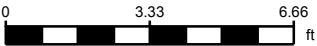
LOCATION 2 AND LOCATION 3 - CURB RAMPS

01/05/2024

SHEET 5 OF

Page 567 of 619

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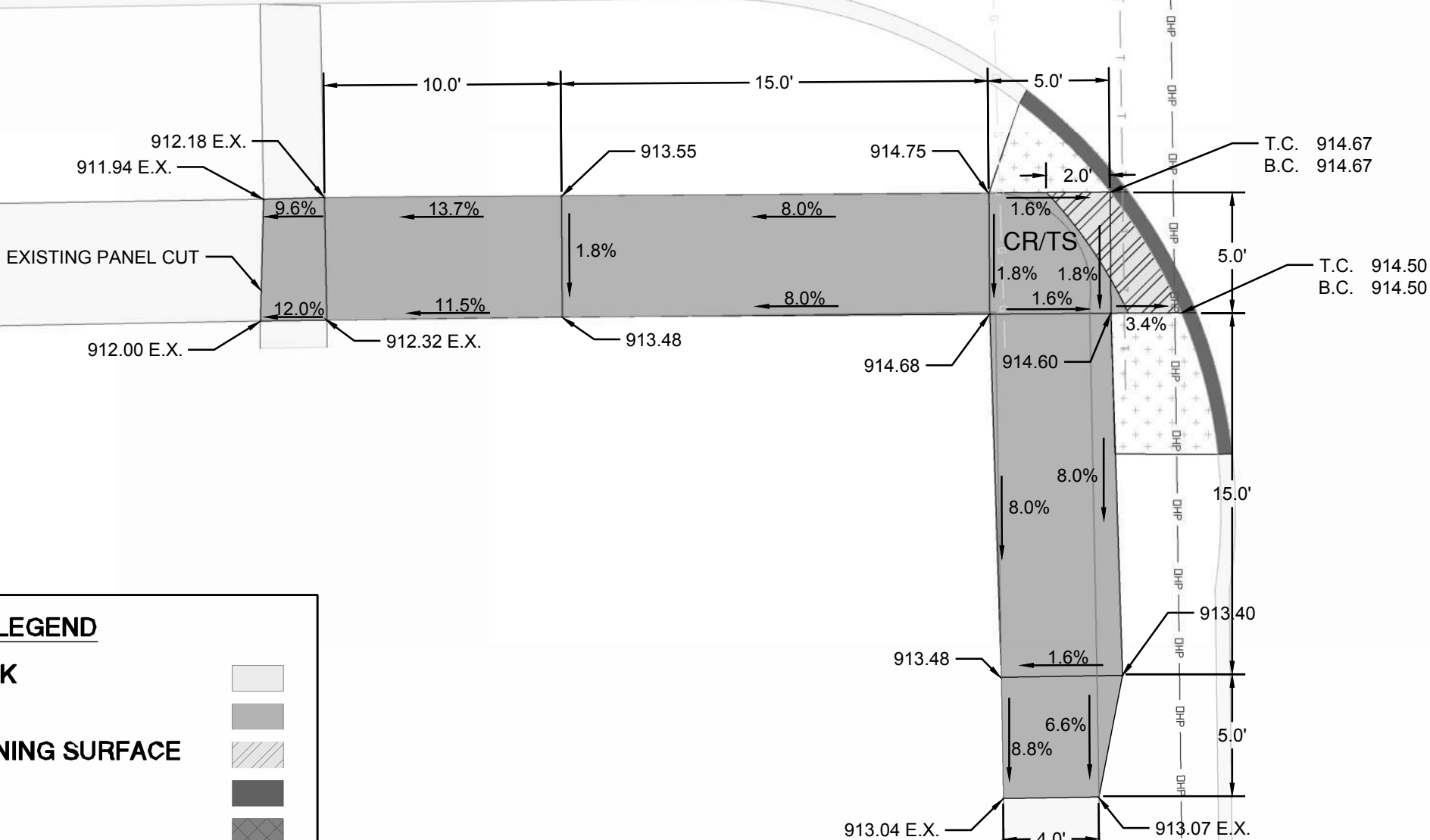


E KANSAS ST

SPIRE GAS (DND)

UPN FIBER (DND)

EVERGY OVERHEAD
ELECTRIC (DND)

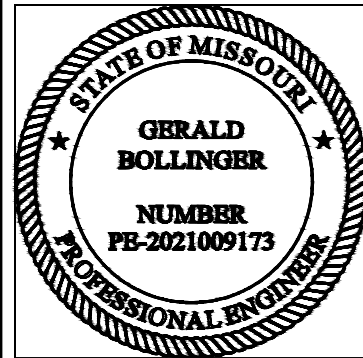


LEGEND

- | | |
|----------------------------|-------|
| EXISTING SIDEWALK | |
| NEW SIDEWALK, 4" | |
| DETECTABLE WARNING SURFACE | |
| CURB, C-1 | |
| CURB WALL | |
| SODDING | |
| FRENCH UNDERDRAIN | |
| TOP OF CURB | T.C. |
| BOTTOM OF CURB | B.C. |
| EXISTING | E.X. |
| TURNING SPACE | TS |
| CURB RAMP | CR |
| PCCP FOR APPROACHES, 8" | DRIVE |



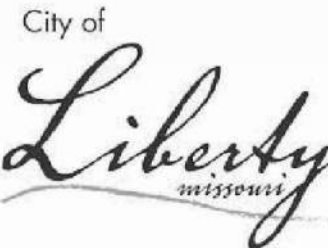
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FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER
2

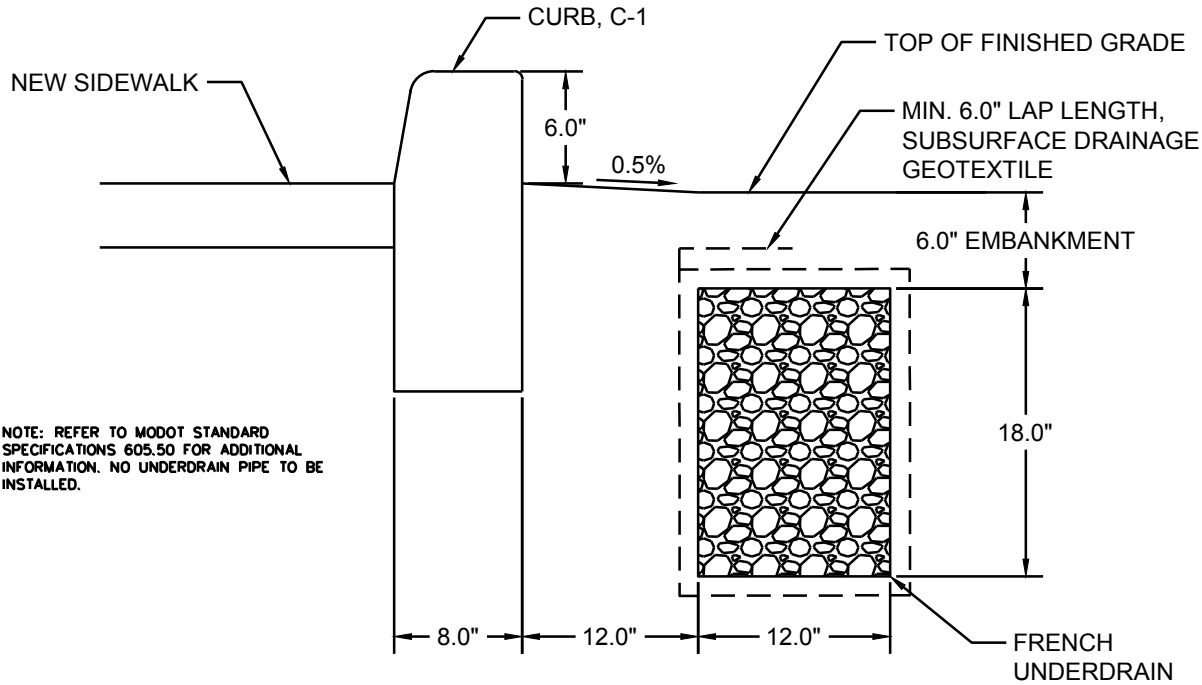
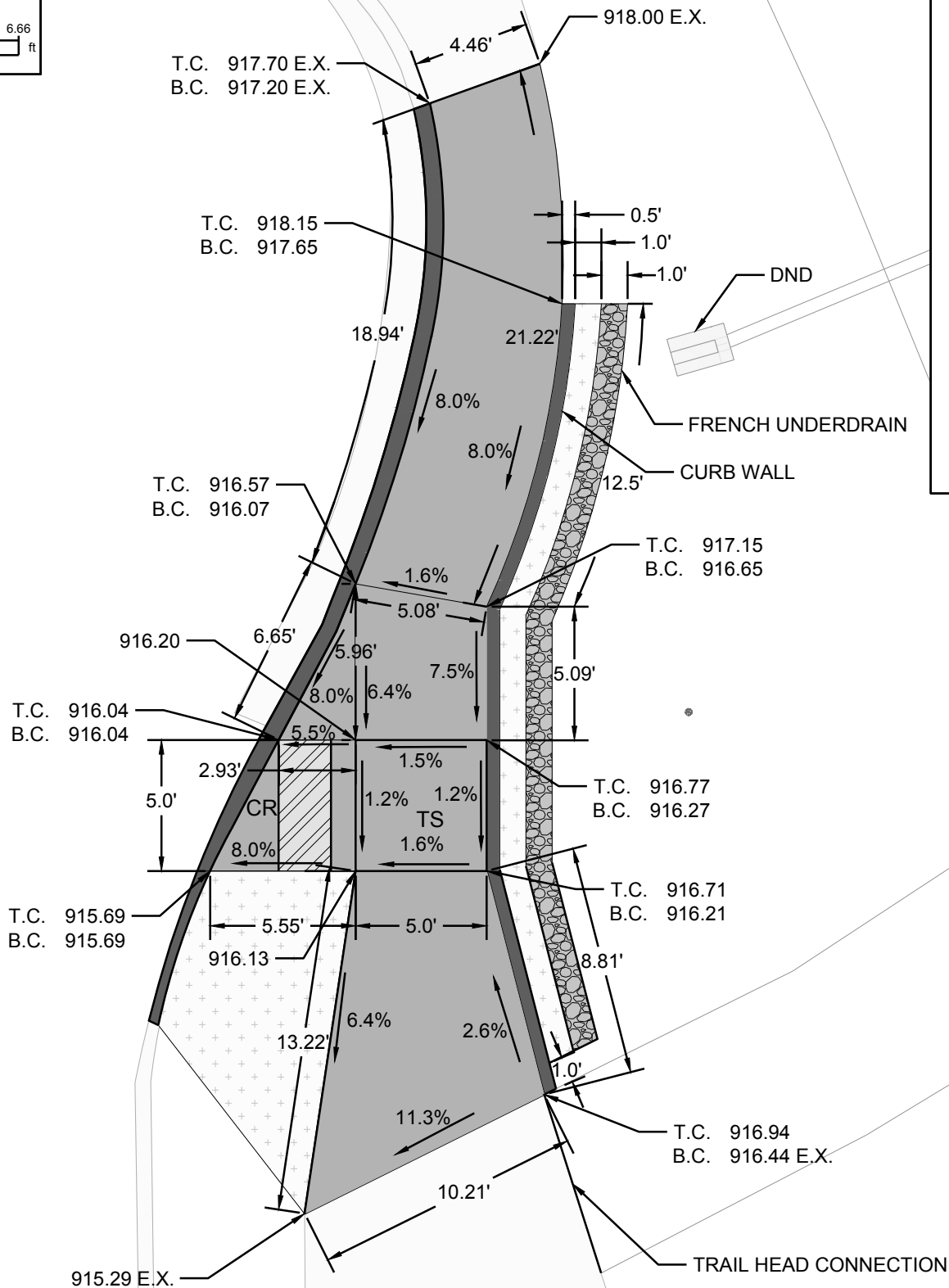
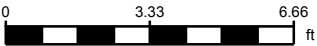


MARK	DATE	DESCRIPTION
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SHEET TITLE
LOCATION 4 - WEST
CURB RAMP

01/05/2024
SHEET 6 OF 7



NOTE: REFER TO MODOT STANDARD SPECIFICATIONS 605.50 FOR ADDITIONAL INFORMATION. NO UNDERDRAIN PIPE TO BE INSTALLED.

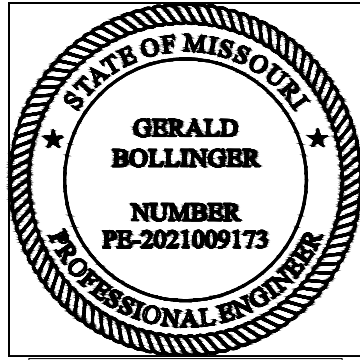
FRENCH UNDERDRAIN DETAIL

LEGEND

- EXISTING SIDEWALK
 - NEW SIDEWALK, 4"
 - DETECTABLE WARNING SURFACE
 - CURB, C-1
 - CURB WALL
 - SODDING
 - FRENCH UNDERDRAIN
 - TOP OF CURB
 - BOTTOM OF CURB
 - EXISTING
 - TURNING SPACE
 - CURB RAMP
 - PCCP FOR APPROACHES, 8"
- T.C.
B.C
E.X.
TS
CR
DRIVE



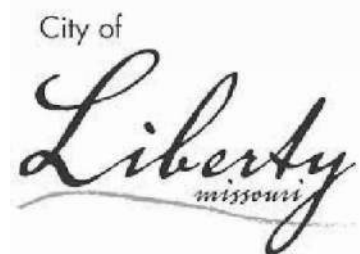
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CONSULTANTS



Gerald T. Bollinger

FINAL PLANS

LIBERTY ADA
IMPROVEMENTS
PROJECT - TASK ORDER
OWNER 2



MARK	DATE	DESCRIPTION

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SHEET TITLE
LOCATION 4 - EAST
CURB RAMP

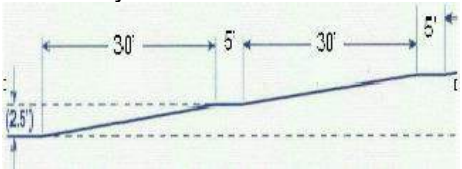
EXHIBIT B

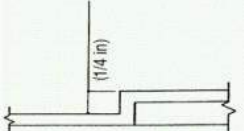
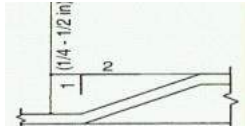
ADA CHECKLIST

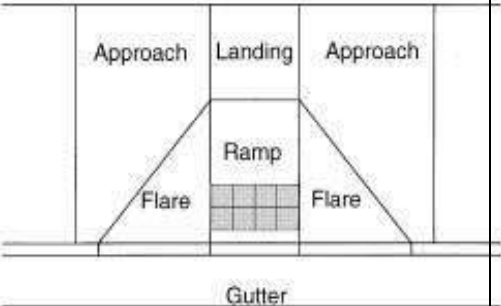
Revised October, 2022

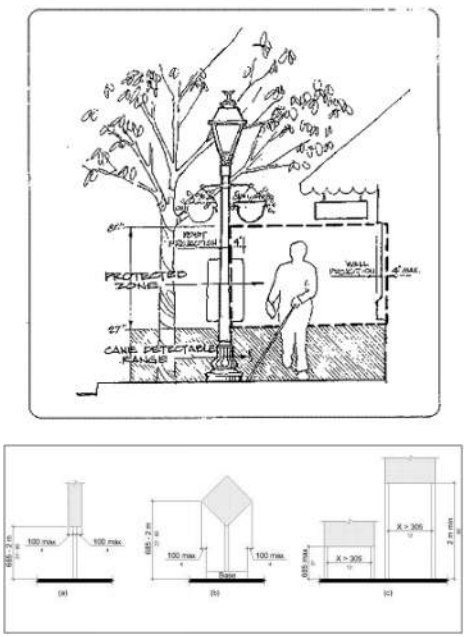
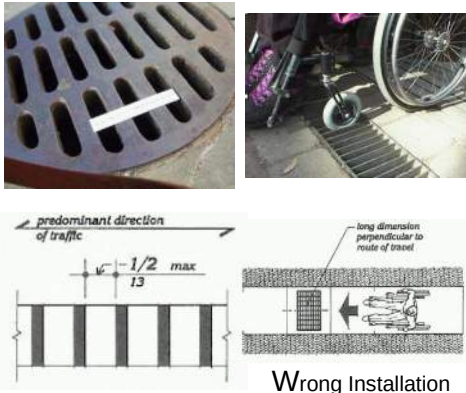
Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route				
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Width 	- The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. - The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. - Sidewalks shall be 5 feet wide minimum. ² - Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² - Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	- Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. - Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	- The running slope of a pedestrian access route shall be 5 percent maximum. <u>Roadway Grade Exception:</u> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. - Running Slopes shall be measured using a calibrated 2 foot long digital level.			

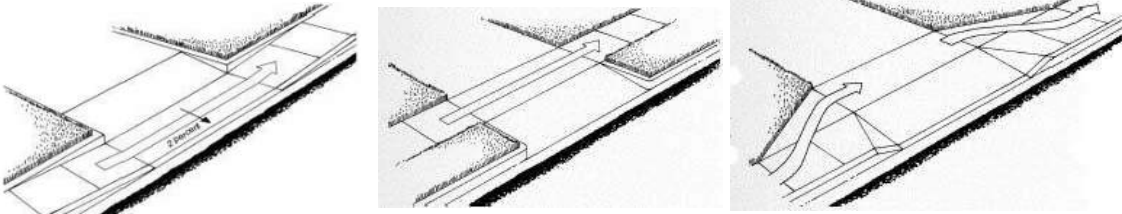
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run. 	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level   	• Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

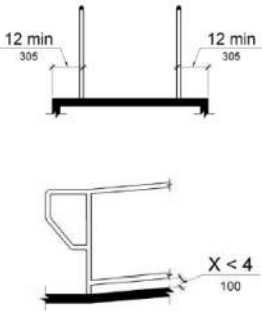
Figures/Examples	Requirements ¹	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.  The diagram illustrates a cross-section of a pedestrian access route. It shows a central 'Landing' area flanked by 'Approach' areas. A 'Ramp' is shown within the landing area, with 'Flare' areas on either side. Below the landing area is a 'Gutter'.	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

Figures/Examples	Requirements ¹	YES	NO	NA
	- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. - Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. - Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) - Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. - Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. - Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
 Wrong Installation	- Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

ENTRANCES (PROWAG R301)

Figures/Examples	Requirements ¹	YES	NO	NA
	- The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. - Cross slope shall be 2 percent maximum. - Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.² 			

EDGE PROTECTION (PROWAG R406.8)

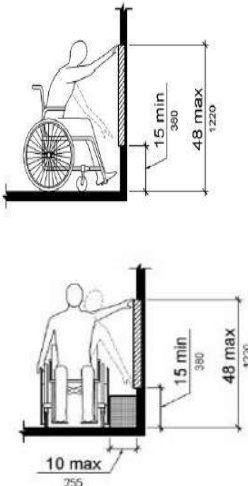
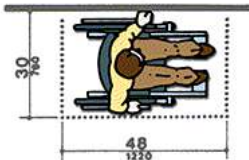
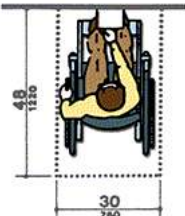
Figures/Examples	Requirements ¹	YES	NO	NA
	- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. - A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. - Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. - Edge protection shall not be required on curb ramps and their landings. - Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. - Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
 	- The clear width of walking surfaces shall be 4.0 feet minimum. - Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. - Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. - Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. - Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. - Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. - Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. - Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. - Handrails shall not rotate within their fittings. - Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. - At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - See Edge Protection section above (also PROWAG 406.8) for additional details.			

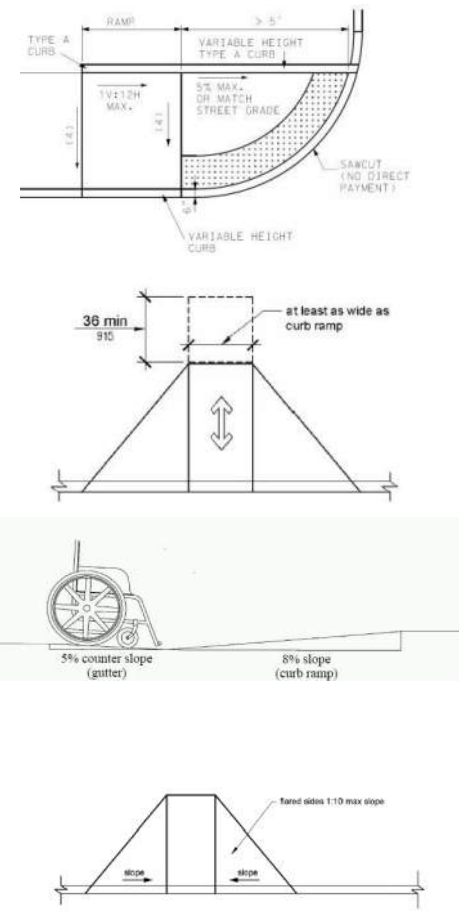
STAIRWAYS (PROWAG R407)

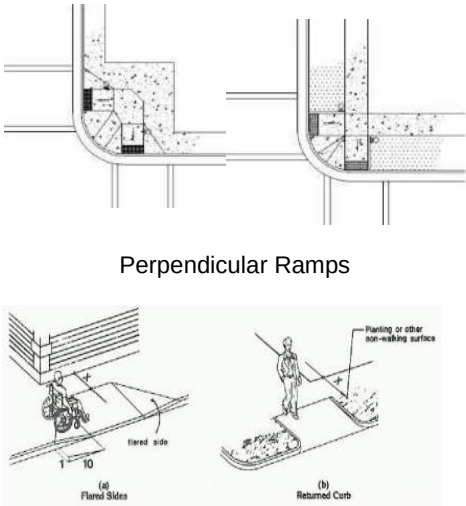
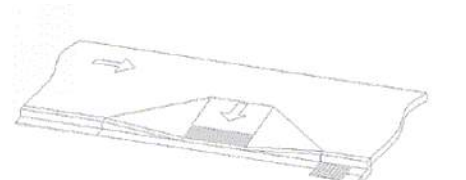
Figures/Examples	Requirements ¹	YES	NO	NA
	- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. - Open risers are not permitted. - The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. - Stairs shall have handrails complying with PROWAG 2005 R408.			

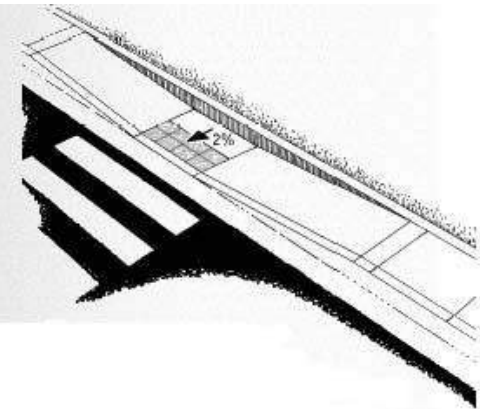
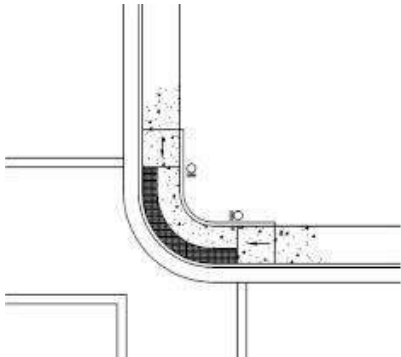
UNOBSTRUCTED REACH RANGES (PROWAG R406)

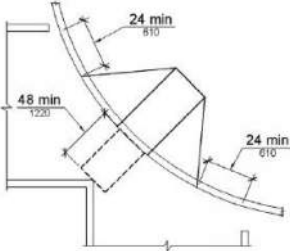
Figures/Examples	Requirements ¹	YES	NO	NA
	Forward Reach - Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach - Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. - EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) Parallel Approach  Forward Approach 			

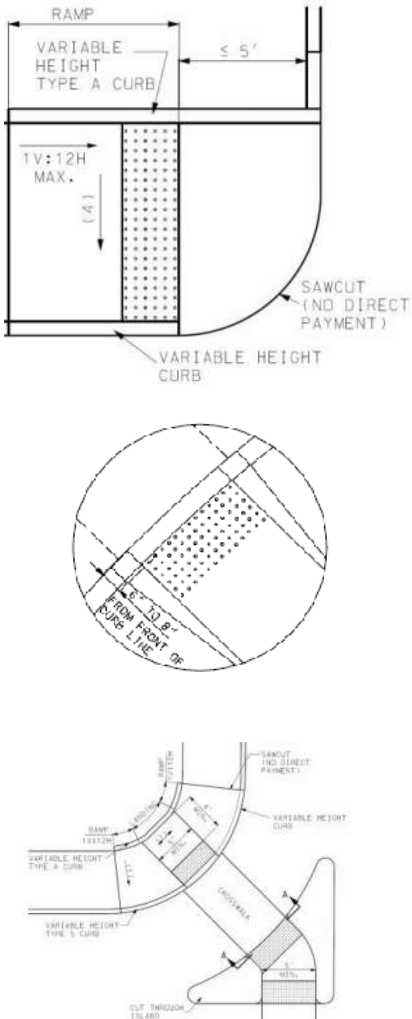
CURB RAMPS (PROWAG R303)

Figures/Examples	Requirements ¹	YES	NO	NA
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.  15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. - Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. - Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Handrails and Edge protection shall not be required on curb ramps and their landings. - Curb height = 0 inches within curb ramp spaces. 2 - Curb ramps must be flush with street. - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Perpendicular Ramps Flared Sides in Pathway Flared Sides Not in Pathway Roadway Grade Exception: Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway. 	• Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <u>Roadway Grade Exception:</u> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way. 	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements ¹	YES	NO	NA
 (a) cut through at island (b) curb ramp at island	- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. - Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. - All median island passage spaces shall provide a clear width of 5 feet minimum. ² - Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. - Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. - Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. - Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements ¹	YES	NO	NA
    	- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. - Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. - Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

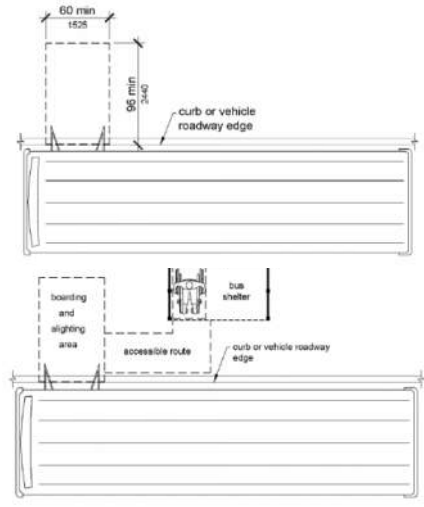
PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

¹ Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____ Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____ Resident Engineer or Area Engineer Signature:	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

Exhibit C

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Note: Contractor is not required to provide this certification if: (1) the contract has a total potential value of less than one hundred thousand dollars (\$100,000.00) or (2) Contractor employees fewer than ten (10) employees.

Pursuant to RSMo. §34.600, a public entity is prohibited from contracting “to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of:

Goods or services from the State of Israel;

Companies doing business in, or with, Israel

Companies authorized by, licensed by, or organized under the laws of the State of Israel; or

Persons or entities doing business in the State of Israel.”

For a definition of the term “boycott”, please refer to RSMo. §34.600.3. A copy of the statute is attached. This is a requirement of state law and not the City of Fenton.

By signing the below, the Contractor agrees and certifies that it does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed above and further understands that this is a contractual requirement imposed by the State of Missouri and, therefore, agrees to hold the City harmless and seek no damages of any kind against the City for requiring such a certification, and further agrees that, if Contractor believes such certification violates Contractor’s rights, Contractor will pursue any legal claim against the state of Missouri or any other related entity and expressly covenants not to sue the City as a result of this statutory certification requirement.

CONTRACTOR

By: Héctor Tabora
[signature]

Hector Tabora
Print Name

Its: Partner
[list title]

34.600. Citation of law — public entity contracts, no boycott of goods or services from Israel — definitions — violation, voiding of contract — rulemaking authority. — 1. This section shall be known as the "Anti-Discrimination Against Israel Act".

2. A public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

3. As used in this section, the following terms and phrases shall mean:

(1) **"Boycott Israel"** and **"boycott of the State of Israel"**, engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;

(2) **"Company"**, any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations;

(3) **"Public entity"**, the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

4. Any contract that fails to comply with the provisions of this section shall be void against public policy.

5. The commissioner of administration or his or her designee may promulgate regulations to implement the provisions of this section* so long as they are consistent with this section and do not create any exceptions. Any rule or portion of a rule, as that term is defined in section [536.010](#), that is created under the authority of this section shall become effective only if it complies with and is subject to all of the provisions of [chapter 536](#) and, if applicable, section [536.028](#). This section and [chapter 536](#) are nonseverable and if any of the powers vested with the general assembly pursuant to [chapter 536](#) to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2020, shall be invalid and void.



**CITY COUNCIL
ACTION REPORT**

Meeting Date: March 11, 2024

A/R No.: 2024-447

Department: Utilities

Submitted By: Andy Noll, Utilities Director

Subject: ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR THE DESIGN OF A 16" WATER MAIN FROM NATCHEZ AVENUE SOUTH TO SOUTH LIBERTY PARKWAY IN AN AMOUNT NOT TO EXCEED \$98,058.00

Summary:

ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR THE DESIGN OF A 16" WATER MAIN FROM APPROXIMATELY NATCHEZ AVENUE SOUTH TO SOUTH LIBERTY PARKWAY IN AN AMOUNT NOT TO EXCEED \$98,058.00

Background:

This action will provide engineering services for design of approximately 4,500 linear feet of new 16" water main that will connect an existing 16" water main approximately 175 feet south of the intersection of Natchez Avenue and Southview Drive. The new water main will extend south along Southview Drive and eventually connect to an existing 16" water main that currently terminates at Missouri 291 and South Liberty Parkway.

The new water main will provide a loop to the existing distribution system and provide a redundant path for the existing 24" water main. The existing 24" water main is the main conduit for the distribution of drinking water. There have been numerous service issues with the existing 24" water main, which was constructed in the early 1970s. The existing main can not be inspected while in service. There are inadequate water mains in the distribution system to allow for the removal of the 24" water main from service to perform an inspection. The proposed 16" water main will provide the redundant water main to provide water to the distribution system. Once the 16" water main is constructed and placed into service the process of inspecting the 24" water main will begin with the intent of providing a comprehensive rehabilitation or replacement plan.

The expenses related to the design and construction of the 16" water main will be reimbursed by Clay County as the project is part of the ARPA allocation that the county has allocated to the City of Liberty.

Previous Action (if applicable):

NONE

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:

Budget Committee	Completed/Recommended:
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item: 94.70.801.36.7501	Amount: \$98,058.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Ordinance - George Butler Associates - 16 Inch Water Main from Natchez
2. GBA Professional Services Agreement 03042024_signed

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH
GEORGE BUTLER ASSOCIATES, INC. FOR THE DESIGN OF A 16" WATER MAIN
FROM NATCHEZ AVENUE SOUTH TO SOUTH LIBERTY PARKWAY IN AN
AMOUNT NOT TO EXCEED \$98,058.00

BE IT ORDAINED by the City Council of the City of Liberty, Clay County, Missouri,
as follows:

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Ordinance approving an Professional Services Agreement by and between the City of Liberty, Clay County, Missouri and George Butler Associates, Inc in an amount not-to-exceed NINETY-EIGHT THOUSAND FIFTY-EIGHT AND 00/100 DOLLARS (\$98,058.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the Professional Services Agreement as described in Section I of this Ordinance.

SECTION III

This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor according to law.

PASSED by the City Council this ____ day of _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024.

MAYOR

Professional Service Agreement

This Agreement ("Agreement") is entered into on the _____, 2024, between City of Liberty, City, and George Butler Associates, Inc., ENGINEER. The parties to this Agreement are referred to individually as a "Party" and collectively as the "Parties."

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

SECTION 1 - PROJECT

The City of Liberty has determined to the satisfaction of its Governing Body that George Butler Associates, Inc. is qualified to undertake and perform Design Water Main Improvements and hereby selects and hereby employs the ENGINEER to perform professional services to Design Water Main Improvements (hereinafter referred to as the "Project").

SECTION 2 - SCOPE OF SERVICES

A. BASIC SERVICES. Upon execution of this Agreement by the City or on such other schedule contained herein, the ENGINEER shall provide the following services ("Services") pertaining to the Project as basic Services ("Basic Services"):

1. Exhibit A – Scope of Services
2. Those Services not normally self-performed by the ENGINEER, but essential to the successful completion of the Project, will be subcontracted by the ENGINEER to subconsultants, who will be selected by the ENGINEER and the City. Services to be provided by subconsultants will include soils and materials testing required for the preparation of any design reports, for construction period testing, and other Services not included in Section 2.A, Basic Services that are considered essential to the successful completion of the project by both the ENGINEER and the City.).

B. ADDITIONAL SERVICES.

The ENGINEER shall provide the following additional Services ("Additional Services") as agreed upon by the Parties in an Amendment to this Agreement:

1. Services resulting from significant changes in the general scope of the Project or its design, including, without limitation, changes in size, complexity, City's schedule, or character of construction; and revising studies, reports, design documents, or Contract Documents previously approved by City including preparation of change orders during the construction phase of the Project.
2. Time spent in preparing for and attending public hearings at the request of City.

3. Services after completion of the construction phase such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period.
4. Preparing to serve or serving as a consultant or witness for City in any litigation or other legal or administrative proceeding involving the Project.
5. Full-time resident observation Services.

SECTION 3 – Responsibilities of City

A. City Representative

1. The City hereby designates the following representative who is authorized to act on the City's behalf with respect to the Project: Southview Trail 16- inch Watermain Extension. The City or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the ENGINEER, in order to avoid delay in the orderly and sequential progress of the Services.

City Representative: Andy Noll, Director of Utilities

B. Authorizations

1. The City shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.
2. The City shall furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

1. The City shall provide to the ENGINEER the following:
 - a. All available reports, plans, specifications, background information, and other data pertinent to the Services;
 - b. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;
 - c. All borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restriction that are needed to complete the Basic Services;
 - d. A current, updated title report on any and all property that the ENGINEER will audit

under the terms of this Agreement, along with the names of any individuals known to the City who should be interviewed or consulted with regard to the audit performed hereunder;

- e. The names, addresses, and phone numbers of all previous tenants of this facility, including a description of past uses; and
- f. The City's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.

- 2. The ENGINEER shall be entitled to rely on the accuracy and completeness of all information and data provided by the City.

D. ACCESS TO SITE.

- 1. The City shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property (subject to City's easements) as required by ENGINEER to perform the Services. ENGINEER shall not enter upon any property until or unless the City provides such access rights.

E. EASEMENTS AND LEGAL DESCRIPTIONS. The City shall be responsible for obtaining all necessary easements and right-of-way for the Project

F. NOTICE OF DEFICIENCY OR CHANGE.

- 1. The City shall report to the ENGINEER any suspected deficiency in the Services within twenty-one (21) days after the City becomes aware of the potential defect. City further agrees to impose a similar notification requirement in its contracts with all contractors, design professionals, subcontractors, and consultants involved in the Project.
- 2. The City shall give prompt written notice to ENGINEER whenever City becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

G. MISCELLANEOUS.

- 1. The City may obtain advice of an attorney, insurance counselor or other consultant as is necessary for the City to make decisions within a reasonable time and not delay the Services.
- 2. If requested by the ENGINEER the City shall furnish evidence of financial arrangements that have been made to fulfill City's obligations under this Agreement.
- 3. The City shall provide and pay for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Scope of Services, Section 2.
- 4. The City shall obtain bids or proposals from Contractor(s).

5. The City shall pay, or cause to be paid, for all filing fees and application fees to and permits from all governmental authorities having jurisdiction over the Project and to or from others as may be necessary for completion of the Project.
6. The ENGINEER shall have no obligation to City to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to ENGINEER at least ten (10) days in advance of the requested date of execution. The execution of any such document shall not create any rights in favor of a lender or other third party.

SECTION 4 - COMPENSATION

COMPENSATION.

1. The City shall compensate the ENGINEER for the Basic Services rendered and expenses incurred up to a maximum of \$ 98,058.00 (Ninety Eight Thousand and Fifty Eight Dollars and no/100). The maximum compensation shall not be exceeded without further authorization by an Amendment to this as approved by the City.

Compensation to the ENGINEER by the City shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "A", which is incorporated herein.

The Parties agreed that Exhibit "A" is subject to adjustment on January 1st of each year by the ENGINEER to reflect any increase in salaries and overhead costs.

- A. **PAYMENTS.** The City shall make payments to the ENGINEER on a monthly basis upon receipt of an invoice from the ENGINEER. Invoices shall be accompanied by an appropriate breakdown consistent with Section A - Compensation. The City shall make payment to the ENGINEER within thirty (30) days following the date of each invoice. If the City does not make payment by the due date, the City shall pay interest at the rate of 1.5 percent per monthENGINEER.

SECTION 5 – INSURANCE

- A. **Required Coverages.** During the performance of the Services, ENGINEER shall maintain the following insurance:

1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident;
3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and in the aggregate;
4. Workers' Compensation Insurance in accordance with statutory requirements and

- Employers' Liability Insurance with a limit of \$1,000,000; and
5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.

- B. Mutual Waiver of Subrogation.** To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the City) and the ENGINEER waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The City and the ENGINEER shall require the same waiver by their respective contractors, subcontractors, consultants.

SECTION 6 - TERMINATION

- A. Termination by City.** The City may terminate this Agreement as follows:
1. The City may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the ENGINEER fourteen (14) calendar days' prior written notice.
 2. Within thirty (30) calendar days of a termination for convenience, the City shall pay the ENGINEER for all Services rendered to the date of termination and reasonable, actual costs incurred.
- B. Termination by ENGINEER.** The ENGINEER may terminate this Agreement for cause upon giving the City fourteen (14) calendar days' prior written notice, for any of the following reasons:
1. A material breach by the City of this Agreement, including, without limitation, failure to make payment as required by this Agreement;
 2. A transfer of ownership of the Project by the City to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER; and/or
 3. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.
- B. Suspension for Non-Payment.** The ENGINEER may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the City.

SECTION 7 - MISCELLANEOUS

- A. Instruments of Service.** The ENGINEER's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the ENGINEER which also

retains the copyrights. During the Project, and conditioned on the City satisfying its payment obligations under this Agreement, City shall have a non-exclusive license to use the Instruments of Service with respect to the Project. City shall not assign its license to third parties without the written consent of the ENGINEER. However, City may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.

- B. Reuse or Modification.** The Instruments of Service prepared by ENGINEER are not intended or represented to be suitable for reuse by the City or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written consent of the ENGINEER will be at the City's sole risk and without any liability of ENGINEER.
- C. Confidentiality.** The ENGINEER agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the ENGINEER and marked "CONFIDENTIAL" by the City. These provisions shall not apply to disclosure to the ENGINEER's employees and subconsultants, the general contractor, subcontractors, and permit authorities. Confidential information shall not include information that otherwise comes into the public domain. The ENGINEER will not be restricted from giving notices required by law, complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or reasonably using any information in the defense of any suit or claim.
- D. Limitation of Liability.** To the maximum extent permitted by law and for adequate consideration, the total liability of ENGINEER and its employees and sub-consultants for City's damages, in any way arising out of the services of ENGINEER, shall be limited to ENGINEER's available insurance limits provided as required by this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.
- E. Indemnification by ENGINEER.** Subject to the limitation of liability provision above, the ENGINEER agrees to indemnify and hold the City harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the ENGINEER or its subconsultants.
- F. Mutual Waiver of Consequential Damages.** To the fullest extent permitted by law, the ENGINEER and the City waive any and all claims against each other and their employees, consultants and subconsultants whether based on contract, indemnity, warranty, tort, strict liability or otherwise, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement or the Project.

G. No Construction Phase Services. If the ENGINEER is not authorized to perform Services during the construction phase, if any, of the Project, the City is responsibility for all services including, without limitation, observation of the construction Work ("Work") and interpretation of the Contract Documents.

H. Construction Phase Services.

1. If the Services include construction phase Services, the Parties agree the ENGINEER shall not be responsible for:
 - a. any change in the responsibilities and liabilities of the ENGINEER based upon the terms of the General Conditions or other provisions in the agreement between the City and the construction contractor, unless this Agreement is amended in writing to reflect that change;
 - b. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - c. the contractor's failure to perform the Work in accordance with the Contract Documents;
 - d. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
2. Observation of the Work of any contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when completed, will comply with the applicable Contract Documents. The ENGINEER will not be required to make exhaustive or continuous on-site observations. Based on the observations, the ENGINEER will endeavor to report to the City any detected deviations from the Contract Documents.
3. The ENGINEER will not have the authority to stop the Work of a contractor.
4. If the ENGINEER is authorized to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the City or contractor and shall not be liable to either for interpretations and decisions rendered in good faith.
5. The ENGINEER's approval of an application for payment submitted by a contractor shall mean that, to the best of the ENGINEER's knowledge and information, the Work has progressed to the point represented by the contractor and it appears to comply with applicable Contract Documents. The ENGINEER will not be required to perform a detailed audit of the application or determine how or for what purpose the contractor has used monies previously paid by the City.
6. The ENGINEER will review any contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The ENGINEER shall not be responsible for approving or determining the accuracy or completeness of items that are the contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions,

and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. Any deviation from the Contract Documents contained in the submittal must be brought to the attention of the ENGINEER in writing by the contractor and approved by the City in a Change Order to the construction contract.

7. When the ENGINEER includes a performance specification in its Instruments of Service, or a contractor has a design-build obligation with respect to a portion of the Project, the ENGINEER will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the contractor.
- I. **Delivery of Services.** Except as provided herein, the Services shall be carried to completion without undue interruption. Subject to acquisition of essential data from the City, the Services shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- J. **Delay.** The ENGINEER shall not be responsible for a delay in the Project or performance of the Services when the delay is caused by the City, its employees, consultants or contractors, or other circumstance beyond the reasonable control of ENGINEER including, without limitation, abnormal weather condition, flood, earthquake, fire, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.
- K. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its principles of conflicts of laws.
- L. **Opinions of Probable Costs and Schedule.** Opinions of the probable costs and schedule prepared by the ENGINEER) are based on the ENGINEER's experience, qualifications, and judgment as a professional. Since the ENGINEER has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the ENGINEER cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the ENGINEER. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- M. **Standard of Care.** ENGINEER shall perform its Services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the profession of the ENGINEER. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by ENGINEER.
- N. **Compliance with Laws.** The ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The ENGINEER shall procure the professional licenses necessary to allow ENGINEER to perform the Services.

- O. **Accrual of Causes of Action.** Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement the date as provided by law.
- P. **Documents Prepared by Others.** The ENGINEER shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the City's consultants.
- Q. **Recommendations of the ENGINEER** If the City requires that any assembly, system, product, item of material, or design be included in the Project without (or against) the ENGINEER's recommendation, the ENGINEER shall have no responsibility for such decision by the City or for the performance of such those items, nor shall the ENGINEER be required to issue any opinion or certificate with respect to such items.
- R. **Hazardous Materials.** The ENGINEER is not providing any service related to asbestos or hazardous or toxic materials. In the event ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of the Services, the ENGINEER may, at its option and without liability for any damages, suspend performance of its Services until the City retains the appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the Project is in full compliance with applicable laws and regulations.
- S. **Services in Progress.** Any Service performed by the ENGINEER shall not be deemed complete, nor may it be relied upon as complete, until final completion of the Project. Prior to that time, any information or Instruments of Service generated by the ENGINEER shall be considered as preliminary work in progress and subject to revision. The ENGINEER) cannot guarantee the suitability of this information for anyone's purposes and shall have no liability or responsibility whatsoever for the use of such incomplete and preliminary information by the City or others.
- T. **Betterment/Added Value.** If the ENGINEER negligently omits a required item or component of the Project from the construction documents, the City will be responsible for the amount it would have paid if the item had been included in the original design. In addition, the ENGINEER will not be responsible for any upgrade or enhancement of an item or component.
- U. **Not a Municipal Advisor.** ENGINEER will not be acting as a fiduciary of the City and will not be serving as a "municipal advisor" to the City within the meaning of the Dodd–Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.
- V. **Notices and Communications.** All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

City:

City of Liberty

101 E. Kansas Street, Liberty, MO 64068

Attention: _____

ENGINEER:

George Butler Associates, Inc.

9801 Renner Boulevard

Lenexa, KS 66219-9745

Attention: Gary Beck, Principal

SECTION 8 – DISPUTE RESOLUTION

- A. Direct Discussions.** The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Chief Operating Officer, or equivalent position of the ENGINEER and the City) for discussion as a condition precedent to litigation.
- B. Non-Binding Mediation.** If direct negotiation required by the preceding paragraph is not successful, the parties will submit any claim or dispute arising out of or related to this Agreement or the Project to non-binding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

SECTION 9 – OTHER PROVISIONS

- A. Facsimile or Electronic Signatures.** The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.
- B. Waiver.** A waiver by either the City or the ENGINEER of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.
- C. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in

no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

- D. Integration.** This Agreement and documents made a part hereof by reference represent the entire Agreement between the City and the ENGINEER. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the City issues a purchase order or work order to the ENGINEER at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the ENGINEER will be for the sole purpose of facilitating the City's operations.
- E. Headings.** The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to by any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. Assignment.** Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the ENGINEER from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.
- G. Third Parties.** Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the City) and the ENGINEER

IN WITNESS WHEREOF, City of Liberty and George Butler Associates, Inc., by their authorized representatives, have hereunto subscribed their names this, _____, 2024.
Executed in duplicate with copies to the City and ENGINEER.

City

ENGINEER

City of Liberty

George Butler Associates, Inc.



Mayor Greg Canuteson

Gary Beck, Principal

ATTEST:

City

Name

Name

Name

Title

Title

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.

Name

Title: City Treasurer

**EXHIBIT A
SCOPE OF SERVICES**

**DESIGN AND CONSTRUCTION PHASE SERVICES
FOR PROJECT
SOUTHVIEW TRAIL 16-INCH WATER MAIN**

**OWNER
CITY OF LIBERTY, MISSOURI**

PROJECT DESCRIPTION

The project will include the extension of approximately 4,400 ft of 16-inch diameter water main along Southview Drive/Trail from approximately 500 ft north of Ruth Ewing Rd. to a point of connection with an existing 16-inch water main at South Liberty Parkway. All new water main will be constructed of 16-inch PVC pipe within existing right-of-way that is adjacent to the State Route 291 Highway right-of-way and existing Southview Trail roadbed, with two connections anticipated into existing water mains of the same size on the north and south ends of the project. A bore is proposed to cross both Ruth Ewing Road and the creek to the south, then trenching through the western side of the Southview trail leaving approximately 12 foot width of the existing pavement for trail to remain. Optional Services provided to the City (not part of basic services with this scope) to connect the southern end of the Southview Trail with the sidewalk on the north right of way along South Liberty Parkway with new pavement.

SCOPE OF SERVICES

The engineering services for this project will include preparation of construction plans, project specifications, permitting, construction cost estimates, and construction phase services for the project generally described above. Specific project management services will also be provided.

Using topographic and utility survey information, plans and specifications will be developed in accordance with the City of Liberty, MO Design Criteria and Technical Specifications.

The detailed Scope of Services to be provided by the ENGINEER is as follows:

TASK 1. PROJECT MANAGEMENT

Task 1.1 Kickoff Meeting

A kickoff meeting will be held at the Owner's office to discuss project, project team roles and communications, schedule, and assignments. ENGINEER will prepare and distribute minutes from the meeting. Meetings may be held via online system if preferred.

Task 1.2 Progress Meetings

A total of three (3) progress meetings coinciding with the submittal of alternatives, preliminary, and final plans will be conducted to coordinate the project design, update the Owner on the project's progress, and discuss plan review comments. ENGINEER will prepare and distribute minutes from the meetings. Meetings may be held via online system if preferred.

Task 1.3 Progress Report

Prepare monthly progress reports for the Owner to accompany billings to summarize project status including work completed, remaining work and outstanding questions and issues needing to be addressed.

TASK 2. DESIGN

Task 2.1 Develop Alternative Alignments

Task 2.1.1 Document Review

Request and review documents from Owner for existing waterlines and end connection including; repair reports, drawings of waterlines, modifications and abandonments (if applicable), mapping data and previous surveying by Owner, drawings of road improvement projects, and known geotechnical information; etc. Identify areas with data gaps.

Task 2.1.2 Field Investigation

Perform field investigation of potential alignments and existing features.

Task 2.1.3 Topographic Survey

Perform topographic surveying of the project corridor utilizing RTK GPS and Robotic total station equipment. Prepare base map in AutoCAD Civil3D to be utilized in the design of the waterline extension. Property surveys will not be performed as the waterline extension will occur within existing rights-of-way.

Task 2.1.4 Alternative Alignment Development

Define up to 3 alternative alignments and construction methods including open cut construction, and horizontal directional drilling. List pros and cons for each alternative alignment. Develop preliminary quantities and conceptual opinions of probable construction cost.

Task 2.1.5 Alternatives Submittal

Submit alternatives to Owner. Meet with Owner's staff to review alternative alignments, and finalize scope of waterline extension, alignments, and construction methods (meeting included above in Task 1.2).

TASK 2.2. PRELIMINARY WATER MAIN PLAN & PROFILE AND SPECIFICATIONS

Task 2.2.1 Prepare Preliminary Plan & Profile and Specifications

Incorporate Owner's comments from conceptual review and prepare preliminary plan and profile sheets for proposed improvements on surveying background. Show known existing underground utilities in profile. Include erosion control, connection details, stormwater management plan, and access plan. Prepare preliminary project specifications.

Task 2.2.2 Prepare Connection Details

Prepare details for connections to existing waterlines.

Task 2.2.3 Preliminary Submittal

Submit preliminary plans, specifications, details and cost estimate for review and comment. Meet with Owner's staff to receive comments (meeting included above in Task 1.2). Meetings may be held via online system if preferred.

TASK 2.3. FINAL WATER MAIN PLAN & PROFILE

Task 2.3.1 Prepare Final Water Main Plan & Profile, Specifications and Cost

Revise plans and specifications based on Owner comments. Update opinion of probable construction costs. Include appropriate level of erosion control, and connection details.

Task 2.3.2 Prepare Basic Project Permitting

Prepare basic project permits; Stormwater Pollution Prevention Permit, MoDOT Construction permit (if required), and ROW permit(s) where necessary.

Task 2.3.3 Final Submittal

Submit final plans, details, specifications, and opinion of probable construction costs. Meet with Owner's staff to receive comments (meeting included above in Task 1.2). Meetings may be held via online system if preferred.

TASK 3. CONSTRUCTION PHASE

Upon the Owner's notice to proceed, the Engineer will perform the following construction administration services as required to support the Owner's own construction resources.

Task 3.1 Coordinate with Owner and Construction Crew

Provide general consultation and interpretation of the plans and/or specifications. Coordinate with, and respond to questions from, the Owner's representatives during construction.

Task 3.2 Attend Progress Meetings, Make Site Visits

If requested by Owner, attend project progress meetings and make periodic visits to the site of the construction to observe progress. Estimate a total of four (4) trips to attend progress meetings and make site visits during 120-day construction period. Meetings may be held via online system if preferred.

OPTIONAL SERVICES

TASK 4. DESIGN SERVICES – TRAIL CONNECTION

TASK 4.1. PRELIMINARY DESIGN - TRAIL CONNECTION

Task 4.1 Prepare Design Criteria for Trail

Prepare design criteria for the trail and sidewalk dimensions, maximum grades, and maximum side slopes to comply with ADA regulations, APWA guidelines, and Guide for the Development of Bicycle Facilities (AASHTO) best practices.

Task 4.2 Prepare Concept Exhibits

Prepare two (2) total concept exhibits showing rough alignments and impacts to earthwork. City to provide preference on design which will be carried forward with preliminary and final plans. Exhibits will require conceptual 3D models to identify impacts to grading limits.

Task 4.3 Prepare Typical Section Sheet

Prepare one (1) sheet with typical cross section of the trail and sidewalk based on preferred alignment.

Task 4.4 Prepare Preferred Alignment and 3D Model

Incorporate Owner's comments from conceptual exhibit review and prepare preliminary baseline alignment and 3D model of trail and sidewalk. The challenge of achieving the trail connection requires several iterations of the baseline and 3D model to minimize earthwork costs while meeting approved design criteria.

Task 4.5 Prepare Plan & Profile Sheets

Prepare three (3) plan and profile sheets for proposed improvements on surveying background.

Task 4.6 Prepare Cross Section Sheets

Prepare cross section sheets at 25 ft intervals of trail and sidewalk.

Task 4.7 Prepare Quantities and Estimate

Develop preliminary opinion of probable construction cost (OPCC).

TASK 4.2. FINAL DESIGN – TRAIL CONNECTION

Task 4.2.1 Update Typical Section Sheet

Update one (1) sheet with typical section of the trail and sidewalk based on final alignment. General construction notes for the trail connection will be added into plan set.

Task 4.2.2 Update Alignment and 3D Model

Incorporate Owner's comments from preliminary plan review and prepare final baseline alignment and 3D model of trail and sidewalk. 3D model will be extensively checked for constructability issues, minimizing earthwork, and meeting ADA regulations.

Task 4.2.3 Update Plan & Profile Sheets

Update three (3) plan and profile sheets for proposed improvements on surveying background. Labels will be added for installation of necessary fencing along steep slopes.

Task 4.2.4 Prepare Intersection Detail Sheet

Prepare one (1) sheet of Route 291 & S. Liberty Pkwy Intersection Details with spot elevations of ADA ramp on the NW corner headed across S Liberty Pkwy.

Task 4.2.5 Prepare Drainage Area Analysis Sheet

Prepare one (1) sheet of the drainage area to ensure the size of stormwater culvert pipe required.

Task 4.2.6 Prepare Stormwater Sheet

Prepare one (1) sheet of the stormwater culvert pipe profile elevations.

Task 4.2.7 Prepare Riprap and Erosion Control Sheets

Prepare three (3) riprap and erosion control sheets for proposed improvements on surveying background.

Task 4.2.8 Prepare Detail Sheets and Pedestrian Traffic Control Sheet

Prepare details for trail and sidewalk connections including ADA ramps. Prepare one (1) traffic control sheet showing that the existing sidewalk and trail will have signage on barricades to restrict entry into the construction limits.

Task 4.2.9 Update Cross Section Sheets

Update cross section sheets at 25 ft intervals of trail and sidewalk. Additional labels will be added as necessary.

Task 4.2.10 Update Quantities and Estimate

Update opinion of probable construction costs.

Task 4.2.11 Updates Based on Review Comments

Revise plans based on Owner comments.

ADDITIONAL SERVICES BY ADDING:

The following services are not included in the scope of services and may be added as required by the Owner. After determining that additional services are required, a scope of services shall be prepared by the ENGINEER and approved by the Owner. The additional services are to be performed for additional compensation to the ENGINEER after a lump sum amount is agreed upon.

- Optional Services as described in Tasks 4.
- Coordination and management of utility pot-holing sub-consultant.
- Direct costs for utility pot-holing sub-consultant.
- Easement development, including field survey, O&E report acquisition, strip map and description development.
- Preparation of materials and exhibits and attendance at City Council Meetings.
- Additional permitting requirements if more than Basic, outlined in Task 2.3.2 is required. Assumed Owner supervised program permitting by Liberty for water main extension.
- Geotechnical Services.
- Retaining Wall Design.
- Traffic Control Plans and/or Signal Improvements.
- Project Bidding and/or Procurement Services.
- Additional construction phase engineering services including –
 - Resident Project Representative
 - Shop Drawing Review
 - Request for Information Review
 - Preparation and review of Change Orders
 - Review of Applications for Payment
 - Substantial and Final Completion Inspections and Punchlists
 - As-built Drawings

HOURLY RATES

STANDARD HOURLY RATES - EFFECTIVE JANUARY 1, 2024

CLASSIFICATION	HOURLY	CLASSIFICATION	HOURLY
Principal	\$290.00	Construction Inspector 4	\$135.00
Senior Associate	\$266.00	Construction Inspector 3	\$125.00
Director of AES	\$266.00	Construction Inspector 2	\$115.00
Associate	\$245.00	Construction Inspector 1	\$0.00
Senior Lead AES	\$245.00	Senior Field Technician	\$152.00
Senior Specialist	\$245.00	Field Technician 4	\$136.00
Project Leader	\$217.00	Field Technician 3	\$120.00
Lead AES	\$217.00	Field Technician 2	\$105.00
Specialist	\$172.00	Field Technician 1	\$95.00
Senior AES	\$198.00	Senior Survey Specialist	\$275.00
Senior Technician	\$166.00	Senior Professional Land Surveyor	\$167.00
Project AES	\$172.00	Professional Land Surveyor	\$157.00
Project Technician	\$136.00	Senior Survey Technician	\$152.00
Design AES	\$155.00	LS Ops Specialist	\$172.00
Design Technician	\$125.00	LS Field Specialist	\$146.00
Staff AES	\$137.00	Project Administrator	\$115.00
Staff Technician	\$110.00	Senior Administrative Assistant	\$115.00
Senior Construction Inspector	\$165.00	Administrative Assistant	\$105.00
Construction Inspector 5	\$145.00	Client Management Coordinator	\$150.00

EQUIPMENT

CAD and total station survey equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.

Real Time Kinematic GPS Equipment (RTK) \$60/hour
Nuclear Density / Soil Testing Equipment \$50/day

EXPENSES

Reimbursable expenses (travel, vehicle mileage, printing, meals, etc.) incurred will be charged at cost.

Company Pick-Up Truck \$0.63/mile
Personal and Company Cars \$0.63/mile



Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: ADOPTION OF 2024 UTILITY RATES

- **WATER RATES/ORDINANCE**
- **WASTEWATER RATES/ORDINANCE**
- **SOLID WASTE RATES/RESOLUTION**

Summary:

- The bottom-line impact of the recommendations equates to a 2.60% increase in all utility costs for the average residential customer on a yearly (April 1 to March 31st) basis.
- The monetary increase for the average residential customer using 4,863 gallons of water per month and who has a wastewater winter water average of 3,900 gallons equals \$3.21 per month
- In 2023, the total rate increase was 2.91%.

Background:

Based on the review of 2024 Water, Wastewater and Solid Waste Fund expenditure budgets, the Budget Committee and staff are recommending an increase in Utility rates within all three funds. They are as follows:

Rates

<u>Water (4.0% Increase)</u>	<u>2023 Rates</u>	<u>Proposed 2024 Rates</u>
Monthly Customer Charge	\$8.32	\$8.65
Volume Charges		
Minimum Volume Charge	\$3.49	\$3.63
1,001 to 2,000 Gallons	\$7.50/1,000 gals	\$7.80/1,000
gals		
2,001 to 20,000 Gallons	\$6.16/1,000 gals	\$6.41/1,000
gals		
20,001 to 100,000 Gallons	\$5.57/1,000 gals	\$5.79/1,000
gals		
Over 100,000 Gallons	\$4.36/1,000 gals	\$4.53/1,000
gals		
<u>Wastewater (2.0% Increase)</u>		
<u>Residential and Commercial Accounts</u>		
Monthly Customer Charge	\$9.16	\$9.34
Volume Charges		

Minimum Volume Charge	\$7.79	\$7.95
Over 1,000 Gallons	\$16.95/1,000 gals	\$17.29/1,000
gals		
<u>Car Washes</u>		
Monthly Customer Charge	\$9.16	\$9.34
Volume Charges		
Minimum Volume Charge	\$7.79	\$7.95
Over 1,000 Gallons	\$16.95/1,000 gals	\$16.43/1,000
gals		
<u>Solid Waste (2.0% Increase)</u>	\$19.74/month	\$20.13/month

While water, wastewater and solid waste rates are recommended to increase in 2024, it should be noted that due to Council direction, Budget Committee review and implementation efforts by staff, many cost efficiencies have been incorporated into all three utility budgets. The 2024 rate recommendations within the wastewater fund continue to be within the range that the HDR study recommended. The HDR study was a feasibility study completed before the construction of the wastewater treatment plant in 2012.

Though certain costs in these funds have increased and will increase in the future, the implemented efficiencies have resulted in significant cost avoidance and the capacity of the utility funds to incorporate priority expenditures, such as capital replacement and system maintenance.

The Mayor and City Council, as well as the staff, are all committed to operating our utilities appropriately. It is paramount to document to Liberty residents that any increases in user rates show improvements to our infrastructure, as rehabilitation and repair of our aging utilities must be a priority. The City has implemented and must continue to seek additional operating efficiencies. Cost containment, when possible, must be factored into the budget, but such actions should not be done in a manner that sacrifices true requirements. Every effort must be made to act deliberately to ensure the fiscal and operational integrity of these community assets, while at the same time being sensitive to the cost to our residents.

Previous Action (if applicable):

Utility Rate Public Hearing held March 11, 2024

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
X Budget Committee	Completed/Recommended: 10/11/2023
Other:	Completed/Recommended:

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:

	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Water Rate Ordinance 2024 Budget
2. Wastewater Rate Ordinance 2024 Budget
3. Solid Waste Rate Resolution 2024 Budget

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 29-25 (a) "WATER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Missouri as follows:

SECTION I

Section 29-25 (a) "Water Rates" of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace (a) Users inside city limits, with the following:

(a) Users inside the city limits:

WATER RATES

Effective with April 2024 water usage, the water rates for residential and commercial customers shall be:

Monthly Customer Charge	\$8.65
Volume Charges	
Minimum Volume Charge	\$3.63
1,001 to 2,000 Gallons	\$7.80 per 1,000 gallons
2,001 to 20,000 Gallons	\$6.41 per 1,000 gallons
20,001 to 100,000 Gallons	\$5.79 per 1,000 gallons
Over 100,000 Gallons	\$4.53 per 1,000 gallons

SECTION II

This ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED by the City Council this _____ day of _____, 2024

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____ 2024

MAYOR

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 29-49.1 "SANITARY SEWER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

BE IT ORDAINED by the City Council of the City of Liberty, Missouri as follows:

SECTION I

Section 29-49.1 "Sanitary Sewer Rates" of the Code of the City of Liberty; Clay County, Missouri is hereby amended so that the same shall read as follows:

WASTEWATER RATES

Effective with April 2024 water usage, the wastewater (sanitary sewer) user rates (per 1,000 gallons of water used) shall be:

Residential and Commercial Accounts

Monthly Customer Charge \$9.34

Volume Charges

Minimum Volume Charge \$7.95

1,001 and above Gallons \$17.29 per 1,000 gallons

Car Washes

Monthly Customer Charge \$9.34

Volume Charges

Minimum Volume Charge \$7.95

1,001 and above Gallons \$16.43 per 1,000 gallons

The wastewater (sewer) service charge for one and two family dwellings shall be determined by applying the current wastewater (sewer) service charge to the average water consumption as specified on the December, January, February and March water bills provided the customer currently occupying that unit has an established water service record for those months. The quantity established by averaging shall be recalculated each April.

The sewer service charge for all other customers shall be determined by applying the wastewater (sewer) service rate to the current month's water consumption.

SECTION II

This ordinance shall be in full force and effect upon passage by the City Council and approval by the Mayor.

PASSED by the City Council this ____ day of _____, 2024

MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this ____ day of _____, 2024

MAYOR

RESOLUTION NO. _____

RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE CHARGES

WHEREAS, the City Council of the City of Liberty, Missouri has determined that a service charge is necessary for the collection and disposal of solid waste materials; and

WHEREAS, service charge rates have been developed by the City through a cost analysis of providing services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri as follows:

1. The rate for weekly residential curbside collections of solid waste materials shall be \$20.13 per month.
2. The solid waste exemption rate for individuals eligible under section 17-8 of the Code of Ordinances of the City of Liberty, Missouri shall be fifty percent (50%) of the non-recycling waste element of the solid waste rate.
3. The provisions of this resolution shall be effective on April 1, 2024.

PASSED by the City Council this _____ day of _____, 2024

MAYOR

ATTEST:

DEPUTY CITY CLERK